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10 *Attorneys for Fire Victim Trustee*

11
12 **UNITED STATES BANKRUPTCY COURT**
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION
13

14 **In re:**

15 **PG&E CORPORATION**

16 **-and-**

17 **PACIFIC GAS AND ELECTRIC**
COMPANY,

18 **Debtors.**

19

20 Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
21 Affects both Debtors

22

23 *All papers shall be filed in the Lead Case,
No. 19-30088 (DM)

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

24 **DECLARATION OF ERIC R. GOODMAN IN**
SUPPORT OF MOTION OF THE FIRE
VICTIM TRUSTEE PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 2004 FOR ENTRY OF AN
ORDER AUTHORIZING DISCOVERY
FROM ADVENTIST HEALTH
SYSTEM/WEST AND ADVENTIST HEALTH
FEATHER RIVER AND SERVICE OF A
SUBPOENA ON FACTORY MUTUAL
INSURANCE COMPANY

Eric R. Goodman declares as follows under penalty of perjury:

1. I am a Partner at Brown Rudnick LLP, counsel to The Honorable John K. Trotter (Ret.), in his capacity as the Trustee (the “**Trustee**”) of the Fire Victim Trust. I have personal knowledge of the facts stated herein except as to matters where I indicate otherwise, and as to those matters, I believe them to be true. If called upon to testify, I could and would competently do so.

2. I make this declaration in support of the *Motion of the Fire Victim Trustee Pursuant to Federal Rule of Bankruptcy Procedure 2004 for Entry of an Order Authorizing Discovery from Adventist Health System/West and Adventist Health Feather River and Service of a Subpoena on Factory Mutual Insurance Company* (the “**Motion**”) filed concurrently herewith.

3. For the Court's reference in its consideration of the Motion, attached hereto as **Exhibit 1** through **Exhibit 5** are true and accurate copies of the correspondence between the Trustee and Adventist referenced in the Motion:

1	Letter from Rebecca J. Winthrop, as counsel to Adventist, to David J. Molton and Eric R. Goodman, as counsel to the Trustee, dated September 16, 2021.
2	Letter from Eric R. Goodman, as counsel to the Trustee, to Rebecca J. Winthrop, as counsel to Adventist, dated September 21, 2021.
3	Letter from Rebecca J. Winthrop, as counsel to Adventist, to David J. Molton and Eric R. Goodman, as counsel to the Trustee, dated September 27, 2021.
4	Letter from Eric R. Goodman, as counsel to the Trustee, to Rebecca J. Winthrop, as counsel to Adventist, dated October 4, 2021.
5	Letter from Rebecca J. Winthrop, as counsel to Adventist, to David J. Molton and Eric R. Goodman, as counsel to the Trustee, dated October 13, 2021 (including responses to discovery requests dated September 13, 2021).

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of November, at Solon, Ohio.

/s/ Eric R. Goodman
Eric R. Goodman

EXHIBIT 1



NORTON ROSE FULBRIGHT

September 16, 2021

Norton Rose Fulbright US LLP
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071
United States

Via Email

David J. Molton, Esq.
Eric R. Goodman, Esq.
Brown Rudnick LLP
Seven Times Square
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dmolton@brownrudnick.com
egoodman@brownrudnick.com

Direct line +1 213 892 9346
rebecca.winthrop@nortonrosefulbright.com

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Fax +1 213 892 9494
nortonrosefulbright.com

Re: *In re PG&E Corporation, et al.*
Fire Victim Trust Inquiry
Claimant ID No. 1004200

Gentlemen:

We are in receipt of (a) the *Fire Victim Trustee's First Set of Requests for Admission, First Set of Interrogatories, and First Set of Document Requests to Feather River Hospital, d/b/a Adventist Health Feather River* and (b) the *Fire Victim Trustee's First Set of Requests for Admission, First Set of Interrogatories, and First Set of Document Requests to Adventist Health System/West* (collectively, the “Combined Adventist Requests”). The preamble to each of the Combined Adventist Requests states that the Adventist Combined Requests are submitted “[p]ursuant to Rules 26, 33, 34 and 36 of the Federal Rules of Civil Procedure . . . , Rules 9014, 7026, 7033, 7034 and 7036 of the Federal Rules of Bankruptcy Procedure . . . , and Section IX of the Fire Victim Claims Resolution Procedures (the ‘CRP’).”

The Combined Adventist Requests do not identify anything in the CRP which authorizes the Trust to seek discovery under the Federal Rules in the current circumstances. Section IX(B)(4) of the CRP does speak to the parties being governed “by the rights and obligations imposed upon parties to a contested matter under the Federal Rules of Bankruptcy Procedure,” but only during “the Judicial Determination.”¹ Similarly, Section IX(B) of the CRP limits the proceedings that may be “treated as a contested matter pursuant to Rule 9014 of the Federal Rules of Bankruptcy Procedure” to “[j]udicial determination.”² Given that a “Judicial Determination” may be initiated only “after a Claimant receives a Trustee Determination . . . with respect to a Claim,” which has not yet occurred with respect to Adventist Health System/West or Adventist Health Feather River, it appears that discovery under the Federal Rules is not permitted under the CRP.

¹ See *Notice of Filing of Ninth Supplement to Plan Supplement in Connection with Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization*, dated June 21, 2020 [Dkt. # 8057], Ex. “A”, p. 62 of 83.

² *Id.* at p. 61 of 83.

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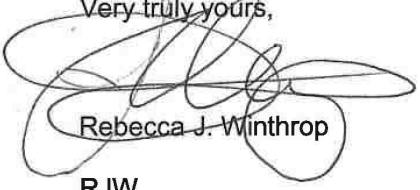
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September 16, 2021
Page 2

Please tell us immediately which section of the CRP the Trustee believes entitles it to conduct discovery under the Federal Rules, and why the Trust believes they do.

Thank you for your anticipated cooperation in this matter.

Very truly yours,



Rebecca J. Winthrop

RJW

cc: Robin Ball, Esq.

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1 **EXHIBIT 2**
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brownrudnick

ERIC R. GOODMAN
direct dial: 202.536.1740
fax: 617.289.0640
EGoodman@brownrudnick.com

September 21, 2021

VIA EMAIL (rebecca.winthrop@nortonrosefulbright.com)

Rebecca J. Winthrop
Norton Rose Fulbright US LLP
555 South Flower Street
41st Floor
Los Angeles, CA 90071

**RE: In re PG&E Corporation, et al.
Fire Victim Trust Inquiry
Claimant ID No. 1004200**

Dear Ms. Winthrop:

We have received your letter dated September 16, 2021 and understand your position to be that discovery under the Federal Rules is not permitted under the Fire Victim Claims Resolution Procedures (the “CRP”). As you know, Section I of the CRP requires that all Claimants submit supporting documents as outlined in Section II of the CRP or as required by the Claims Administrator. The documents requested through the discovery sent on September 13, 2021 are supporting documents that the Fire Victim Trust must receive before your clients’ claims can be reviewed.

As your clients have yet to submit the required supporting documents, the Fire Victim Trust can issue a Deficiency Notice explaining why your clients’ claims cannot be determined by the Fire Victim Trust or, alternatively, proceed under Bankruptcy Rule 2004. Please note that section IX.B.4 of the CRP provides that an Electing Judicial Claimant shall not have the right to introduce evidence during the Judicial Determination if the evidence was requested by the Fire Victim Trustee prior to the issuance of the Trustee Determination and the Claimant failed or refused to produce it.

We interpret your letter of September 16, 2021 as a refusal to produce documents requested by the Fire Victim Trust. If our interpretation is incorrect, we ask that you please confirm that your clients will respond to our requests.

Best regards,

BROWN RUDNICK LLP



Eric R. Goodman

ERG/als

cc: David J. Molton, Esq.

EXHIBIT 3

NORTON ROSE FULBRIGHT

September 27, 2021

Norton Rose Fulbright US LLP
555 South Flower Street
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United States

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Via Email

David J. Molton, Esq.
Eric R. Goodman, Esq.
Brown Rudnick LLP
Seven Times Square
New York, NY 10036
dmolton@brownrudnick.com
egoodman@brownrudnick.com

Re: *In re PG&E Corporation, et al.*
Claimant ID No. 1004200

Gentlemen:

We are in receipt of your letter dated September 21, 2021 (the "September 21 Letter"), which was written in response to our letter of September 16, 2021 (the "September 16 Letter").

Our September 16 Letter noted that we could find nothing in the CRP that authorizes the Trust to conduct discovery of a Claimant under the Federal Rules at this juncture, and asked that you identify any section of the CRP that permits such discovery. The September 21 Letter did not identify any such provision. Therefore, we assume that you agree that discovery of a Claimant under the Federal Rules is not permitted at this time.

We note that Adventist Health System/West and Adventist Health Feather River (together, "Adventist") has already submitted "supporting documents" in support of its claims against the Trust, as required by Section I and outlined by Section II of the CRP and as required by the Claims Administrator. So far, Adventist has submitted over 128,000 pages of documents to the Trust. Adventist has also made a number of supplemental submissions after its February 2021 claim submission, some in response to Trust requests, and some voluntarily, without such requests. That includes submission of updated information on an additional insurance payment Adventist has received.

Our September 16 Letter is not, as your September 21 Letter suggests, a refusal to provide further information to the Trust. In fact, Adventist intends to provide further information and is working to do so.

Finally, we note that the September 21 Letter asserts that the Trust is "alternatively" entitled to proceed under Bankruptcy Rule 2004. We see nothing in the CRP (or any other governing document) which authorizes the Trust to proceed against a Claimant under Rule 2004, instead of in accordance with the procedures specified in Section IX of the CRP. Please tell us which section

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September 27, 2021
Page 2

of the CRP the Trustee believes entitles it to conduct discovery of a Claimant under Federal Rule of Bankruptcy Procedure, Rule 2004, and why the Trust believes it does so.

Very truly yours,

Rebecca J. Winthrop
RJW

cc: Robin Ball, Esq.

103089289.3

EXHIBIT 4

brownrudnick

ERIC R. GOODMAN
direct dial: 202.536.1740
fax: 617.289.0640
EGoodman@brownrudnick.com

October 4, 2021

VIA EMAIL (rebecca.winthrop@nortonrosefulbright.com)

Rebecca J. Winthrop
Norton Rose Fulbright US LLP
555 South Flower Street
41st Floor
Los Angeles, CA 90071

**RE: In re PG&E Corporation, et al.
Claimant ID No. 1004200**

Dear Ms. Winthrop:

We have reviewed Adventist's claim submission and the documents submitted in support thereof. Based on the Trust's review of the documents submitted by your clients, the Supreme Court of California's decision in *Southern California Gas Leak Cases*, 7 Cal. 5th 391, 441 P.2d 881 (Cal. 2019), and the coverage available under the FM Global Policy, it may be that Adventist's claim is invalid. The Trust is seeking transparency to avoid litigation, reach a negotiated resolution of the Adventist claim, and aid in the accurate estimation of claims.

You indicate in your September 27 Letter that Adventist does intend to provide further information and is working to do so. However, Adventist has not committed to providing the information requested by the Trust. Notwithstanding Adventist's assertions that it has vigorously pursued available insurance recoveries, the fact remains that Adventist has steadfastly refused to produce any evidence bearing on this issue. As you know, the Trust requires this information to determine Adventist's claim.

We do not agree that discovery of a claimant is not permitted. The Trust reserves the right to treat the Requests for Admission served on September 13, 2021 as deemed admitted if a timely response is not received. We also disagree with your assertion that the Trust is not entitled to proceed under Bankruptcy Rule 2004. The Trust has obtained authority to conduct discovery under Bankruptcy Rule 2004. *See, e.g., In re PG&E Corp.*, Bankr. Case No. 19-30088, Order Compelling PriceWATERHouseCoopers LLP's Compliance with Rule 2004 Subpoena in Relation to the General Rate Case Documents (Aug. 24, 2021) [Docket No. 11145]; *In re PG&E Corp.*, Bankr. Case No. 19-30088, Second Order on Ex Parte Request for Rule 2004 Subpoenas and Setting Hearing (Nov. 23, 2020) [Docket No. 9594]. The November 23rd Order permitted discovery to obtain insurance information necessary to effectuate claim reductions in accordance with Section 6.7(a) of the Plan and Section 2.6 of the Fire Victim Trust Agreement.



Rebecca J. Winthrop
October 4, 2021
Page 2

Please confirm whether Adventist will produce the information requested and, if Adventist intends to produce such information, please tell us the date by which such information will be produced. We reserve all rights.

Best regards,

BROWN RUDNICK LLP

A handwritten signature in blue ink that reads "Eric Goodman".

Eric R. Goodman

ERG/als

cc: David J. Molton, Esq.

1 **EXHIBIT 5**
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NORTON ROSE FULBRIGHT

October 13, 2021

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Eric R. Goodman, Esq.
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
egoodman@brownrudnick.com

Re: *In re PG&E Corporation, et al.*
Claimant ID No. 1004200

Gentlemen:

Enclosed are written responses to the discovery requests (improperly) served on Adventist Health System/West and Feather River Hospital d/b/a Adventist Health Feather River (collectively, "Adventist").

As discussed in our prior correspondence, nothing in the CRP, Fire Victim Trust Agreement, or applicable orders authorizes the Trust to take discovery under the Federal Rules from claimants such as Adventist whose claim the Trust is supposed to be evaluating (though it does, in contrast, contemplate such discovery in other circumstances). To date, we note that, despite our request that the Trust identify anything in the CRP or elsewhere that authorizes the Trust to take such discovery, the Trust has been unable to do so. This includes, most recently, Mr. Goodman's letter of October 4, 2021 (the "October 4 Letter"). That Letter's citation to discovery related to the Trust's pursuit of affirmative claims, e.g., against PWC, is inapposite here, and neither Section 6.7(a) of the Plan nor Section 2.6 of the Fire Victim Trust Agreement authorizes the Trustee to depart from the CRP and take Federal Rules discovery of claimants at this point in the process. Accordingly, the Trust's attempted service of discovery is invalid and a breach of the CRP, and our written responses consist of objections on this and other bases.

Adventist, however, is committed to providing appropriate information concerning its claim in accordance with the CRP. The October 4 Letter's assertion that Adventist has "steadfastly refused" to provide information requested by the Trust is entirely false.¹ Adventist has repeatedly supplemented its claim submissions, both in response to Trust requests and voluntarily. We do not understand why the Trust refuses to acknowledge this information and documents, as

¹ We further note that there is no good faith basis for the October 4 letter's suggestion that Adventist's claim may be "invalid."

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David J. Molton, Esq.
Eric R. Goodman, Esq.
October 13, 2021
Page 2

 NORTON ROSE FULBRIGHT

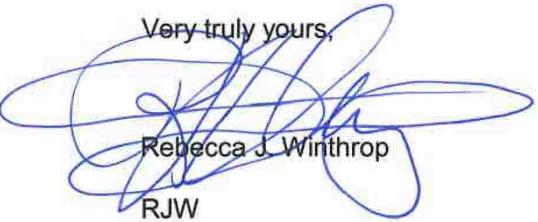
evidenced by the reference in the Trust's discovery demands to Adventist's receipt of \$60M in payments from FM Global, when, in fact, Adventist submitted an update reflecting the receipt of an additional \$67M in July of this year.

Consequently, and in accordance with our prior correspondence, and despite having received no proper request for the information, Adventist will within the next week upload to the Fire Victim Trust Portal an additional supplemental claims submission addressing aspects of its claim, along with additional documents related to its claim, including communications with FM Global. We are also working to provide additional information.

We agree with the Trust's stated desire for transparency (on both sides). We also recognize that the Trust may desire additional information concerning these matters, and propose that, in lieu of continued letter writing, the parties meet once you have digested our supplemental submissions to discuss what additional information the Trust legitimately needs to evaluate Adventist's claim so that Adventist can focus its efforts on that relevant information.

We look forward to speaking with you.

Very truly yours,



Rebecca J. Winthrop

cc: Robin Ball, Esq.

103227181.2

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10 Attorneys for Creditors ADVENTIST HEALTH
11 SYSTEM/WEST and FEATHER RIVER HOSPITAL
12 D/B/A ADVENTIST HEALTH FEATHER RIVER

13
14 **UNITED STATES BANKRUPTCY COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 In re:

18 Case No. 19 - 30088 (DM)

19 PG&E CORPORATION,

20 Chapter 11
(Lead Case)
(Jointly Administered)

21 - and -

22 PACIFIC GAS AND ELECTRIC COMPANY

23 **FEATHER RIVER HOSPITAL D/B/A
ADVENTIST HEALTH FEATHER
RIVER'S RESPONSES AND
OBJECTIONS TO THE FIRE VICTIM
TRUSTEE'S FIRST SET OF REQUESTS
FOR ADMISSIONS, FIRST SET OF
INTERROGATORIES, AND FIRST SET
OF REQUESTS FOR PRODUCTION**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric
26 Company
27 Affects both Debtors

28 * All papers shall be filed in the Lead Case,
No. 19-30088 (DM)

Feather River Hospital d/b/a Adventist Health Feather River (“AHFR”), by and through its undersigned counsel, hereby responds and objects to the Fire Victim Trustee’s (the “Trustee”) First Set of Requests for Admissions (the “Requests for Admission”), First Set of Interrogatories (the “Interrogatories”), and First Set of Document Requests (the “Document Requests” and, together with the Requests for Admission and the Interrogatories, the “Requests”), as follows:

GENERAL OBJECTIONS

In addition to the specific objections set forth below, AHFR makes the following General Objections to each and all of the Requests:

1. AHFR objects to the Requests in their entirety on the basis that the Trustee has no authority under the Fire Victim Claims Resolution Procedures (the “CRP”), and/or any applicable rule, agreement, or order, to propound discovery upon AHFR under the Federal Rules of Civil Procedure (the “Federal Rules”) or the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) at this time. The CRP states that “[d]uring the Judicial Determination, the Claimant and the Trustee shall be governed by the rights and obligations imposed upon parties to a contested matter under the Federal Rules of Bankruptcy Procedure . . .” The CRP makes no provision for discovery under the Federal Rules or the Bankruptcy Rules before commencement of a “Judicial Determination” proceeding. Given that a “Judicial Determination” may be initiated only “after a Claimant receives a Trustee Determination . . . with respect to a Claim,” which has not yet occurred with respect to AHFR, discovery pursuant to the Federal Rules is not permitted under the CRP. Furthermore, because a Judicial Determination has not yet commenced with respect to AHFR, the Trustee is not permitted to propound discovery pursuant to the Bankruptcy Rules. AHFR is not required to, and will not, produce any documents or information in response to any of the Requests. All of the other General Objections and Specific Objections set forth herein are made subject to and without waiver of this General Objection No. 1, solely as a reservation of rights.

2. AHFR objects to the Requests to the extent that they seek to impose obligations on AHFR in excess of those set forth under the CRP, the Federal Rules, the Bankruptcy Rules, and/or any other applicable rule, agreement, or order.

3. AHFR objects to the Requests to the extent that they seek documents and/or

1 information protected from discovery by the attorney-client privilege, the work product doctrine,
2 the common interest doctrine, and/or any other applicable privilege, doctrine, or immunity. Any
3 inadvertent disclosure of any documents or information protected from disclosure by the attorney-
4 client privilege, the work product doctrine, the common interest doctrine, and/or any other
5 applicable privilege, protection, or immunity, shall not be deemed to constitute a waiver thereof,
6 and shall not prejudice AHFR's right to request the return or destruction of such documents or
7 information, or to object to any subsequent use thereof.

8 4. AHFR objects to the Requests to the extent that they purport to require AHFR to
9 produce documents and/or information that are not in AHFR's possession, custody, and/or control.

10 5. AHFR objects to the Requests to the extent that they call for the production of
11 documents or information consisting of confidential and/or proprietary business information, trade
12 secrets, or financial or personal information concerning Adventist or any employee, patient,
13 customer, and/or agent thereof.

14 6. AHFR objects to the Requests to the extent that they are unreasonably cumulative,
15 duplicative, vague, ambiguous, overly broad, unduly burdensome, not proportional to the needs of
16 the claims process, and/or do not specify the documents or information sought with sufficient
17 particularity.

18 7. AHFR objects to the Requests to the extent that they seek discovery of opinions of
19 law that are beyond the scope of permissible discovery.

20 8. AHFR objects to the Requests to the extent that they seek the disclosure of
21 documents or information that is already in the Trust's possession, custody, or control; that is
22 equally available to the Trustee through public sources or records; that is unreasonably cumulative
23 or duplicative; or that may be obtained from another source that is more convenient, less
24 burdensome or less expensive.

25 9. AHFR reserves and does not waive its right to challenge the relevance, materiality
26 or admissibility of any documents or information produced.

27 10. AHFR objects to the Requests as overly broad, unduly burdensome, vague and
28 ambiguous to the extent they employ terms without definitions including, for example, the use of

1 the terms "Identify," "Denied Coverage" and "Insured By."

2 11. AHFR reserves all other objections to the Requests and expressly reserves the right
3 to amend or supplement its responses and objections to the Requests.

4 12. Each of these general objections is incorporated by reference into the specific
5 responses to each specific request below. In addition to the general objections, AHFR will also
6 state specific objections to the discovery where appropriate, including objections that are not
7 generally applicable to all Requests. By setting forth such objections, AHFR does not intend to
8 limit or restrict the general objections set forth above and below and, to the extent that AHFR
9 responds to specific Requests, stated objections are not waived by providing responses. The
10 foregoing general objections shall apply to all supplemental responses to the Requests and all
11 responses to future Requests.

12 **SPECIFIC OBJECTIONS TO DEFINITIONS**

13 AHFR objects to each Definition on the ground that the Trustee has no authority under the
14 CRP and/or any other applicable rule, agreement, or order to propound discovery upon AHFR under
15 the Federal Rules and/or Bankruptcy Rules at this time. Subject to and without waiver of this
16 objection and its General Objections, each of which is incorporated herein by reference, and solely
17 as a reservation of rights, AHFR further objects to the following Definitions:

18 **FIRST DEFINITION:**

19 The term "Adventist" shall mean Adventist Health System/West, along with its agents,
20 employees, attorneys, officers, directors, shareholders, members, representatives, subsidiaries,
21 predecessors and/or successors.

22 **RESPONSE TO FIRST DEFINITION:**

23 AHFR objects to the Trustee's definition of "Adventist" on the grounds that it is overly
24 broad, unduly burdensome, vague and ambiguous, including without limitation, the phrase "along
25 with its agents, employees, attorneys, officers, directors, shareholders, members, representatives,
26 subsidiaries, predecessors and/or successors." AHFR will treat the term "Adventist," as used in the
27 Trustee's Requests, to mean Adventist Health System/West.

1 **SECOND DEFINITION:**

2 The term “AHFR” shall mean Feather River Hospital, d/b/a Adventist Health Feather River,
3 along with its agents, employees, attorneys, officers, directors, shareholders, members,
4 representatives, subsidiaries, predecessors and/or successors.

5 **RESPONSE TO SECOND DEFINITION:**

6 AHFR objects to the Trustee’s definition of “AHFR” on the grounds that it is overly broad,
7 unduly burdensome, vague and ambiguous, including without limitation, the phrase “along with its
8 agents, employees, attorneys, officers, directors, shareholders, members, representatives,
9 subsidiaries, predecessors and/or successors.” AHFR will treat the term “AHFR,” as used in the
10 Trustee’s Requests, to mean Feather River Hospital, d/b/a Adventist Health Feather River.

11 **FIFTH DEFINITION:**

12 The term “Communications” shall mean all inquiries, discussions, conversations,
13 negotiations, agreements, understandings, meetings, telephone conversations, letters, notes,
14 telegrams, correspondence, memoranda, emails, facsimile transmissions, or other forms of verbal,
15 written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or
16 in the control or custody of any current or former affiliates, representatives or advisors.

17 **RESPONSE TO FIFTH DEFINITION:**

18 AHFR objects to the Trustee’s definition of “Communications” on the grounds that it is
19 overly broad, unduly burdensome, vague and ambiguous to the extent it purports to include “all
20 inquiries, discussions, conversation . . . in [AHFR’s] . . . constructive control or custody or in the
21 control or custody of any current or former affiliates, representatives or advisors [of AHFR].”
22 AHFR will not search for or produce documents and/or information outside of AHFR’s possession,
23 custody, or control. AHFR will treat the term “Communications,” as used in the Trustee’s
24 Requests, to mean the transmittal of information (in the form of facts, ideas, inquiries or otherwise).

25 **SIXTH DEFINITION:**

26 The term “concerning” means relating to, evidencing, supporting, negating, refuting,
27 embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing,
28 identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining

1 in any way, in whole or in part, to the subject matter being referenced.

2 **RESPONSE TO SIXTH DEFINITION:**

3 AHFR objects to the Trustee's definition of "concerning" on the grounds that it is overly
4 broad, unduly burdensome, vague and ambiguous to the extent it purports to include, without
5 limitation, the phrase "in any way, in whole or in part, to the subject matter being referenced."
6 AHFR will treat the term "concerning," as used in the Trustee's Requests, to mean relating to,
7 referring to, describing, evidencing or constituting.

8 **SEVENTH DEFINITION:**

9 The term "Documents" shall mean any writings, recordings, electronic files and mails, or
10 photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and
11 Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents and
12 information in Your possession, custody, or control, and includes: all and any written, recorded, or
13 graphic material, however produced or reproduced, minutes, summaries, memoranda, transcripts,
14 tapes, or other voice recordings, and all other documents and tangible things, including booklets,
15 brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements,
16 photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice
17 memoranda, or interoffice communications of any description, calculations, invoices, accounting
18 entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone
19 recordings, instant messages, text messages, telegrams, advertisements, press releases, notes,
20 letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and
21 all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document
22 was prepared in several copies, or if additional copies were thereafter made, and if any such copies
23 are not identical in all respects or are no longer identical by reason of subsequent notation or
24 modification of any kind whatsoever, including notes on the front or back, in the margins, or on
25 any of the pages thereof, then each such non-identical copy is a separate Document and must be
26 produced. When examples of categories or types of Documents are given in a particular Request
27 for Production by use of phrases such as "including," this shall always be interpreted as being for
28 illustrative purposes only (*i.e.*, to be understood as "including without limitation") and in no way

1 limits or narrows the scope of any Request for Production. "Documents" always includes
2 Communications, whether so stated in a particular Request for Production or not.

3 **RESPONSE TO SEVENTH DEFINITION:**

4 AHFR objects to the Trustee's definition of "Documents" on the grounds that it is vague,
5 ambiguous, overly broad, unduly burdensome, not proportional to the needs of the claims process,
6 and purports to impose obligations on AHFR in excess of those set forth under the Federal Rules
7 and the Bankruptcy Rules, including, for example, the phrases "as defined in Federal Rule of
8 Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively," "communications of any
9 description," and "all other documents." AHFR will treat the term "Documents," as used in the
10 Trustee's Requests, as synonymous in meaning and equal in scope to the usage of the term
11 "documents or electronically stored information" in Federal Rule 34(a)(1)(A).

12 **NINTH DEFINITION:**

13 The term "FM Global" shall mean Factory Mutual Insurance Company, along with its
14 agents, employees, attorneys, officers, directors, shareholders, members, representatives,
15 subsidiaries, predecessors and/or successors.

16 **RESPONSE TO NINTH DEFINITION:**

17 AHFR objects to the Trustee's definition of "FM Global" on the grounds that it is overly
18 broad, vague, and ambiguous, including without limitation the phrase "include full phrase."
19 Further, AHFR cannot reasonably know nor identify all of the persons or entities that the Trustee
20 intends to include in this Definition. AHFR will treat the term "FM Global," as used in the
21 Trustee's Requests, to mean Factory Mutual Insurance Company.

22 **TENTH DEFINITION:**

23 The term "FM Global Policy" shall mean that Policy No. 1019191 issued by FM Global in
24 favor of Adventist Health System / West and any subsidiary, and Adventist Health System / West's
25 interest in any partnership or joint venture in which Adventist Health System / West has
26 management control or ownership.

27

28

1 **RESPONSE TO TENTH DEFINITION:**

2 AHFR objects to the Trustee's definition of "FM Global Policy" on the grounds that it is
3 overly broad, unduly burdensome, vague and ambiguous, including without limitation with respect
4 to the phrase "Adventist Health System / West and any subsidiary, and Adventist Health System /
5 West's interest in any partnership or joint venture in which Adventist Health System / West has
6 management control or ownership." AHFR will treat the term "FM Global Policy," as used in the
7 Trustee's Requests, to mean Policy No. 1019191 issued by FM Global.

8 **TWELFTH DEFINITION:**

9 The term "Proof of Claim" shall mean the Proof of Claim (Fire Claim Related) filed by
10 Adventist Health System/West and Feather River Hospital d/b/a Adventist Health Feather River in
11 the Chapter 11 Cases of PG&E Corporation and Pacific Gas and Electric Company.

12 **RESPONSE TO TWELFTH DEFINITION:**

13 AHFR objects to the Trustee's definition of "Proof of Claim" on the grounds that it is overly
14 broad, unduly burdensome, vague and ambiguous, including without limitation insofar as two
15 Proofs of Claim were filed by Adventist and AHFR (one in the Chapter 11 Case of PG&E
16 Corporation and one in the Chapter 11 case of Pacific Gas and Electric Company).

17 **FOURTEENTH DEFINITION:**

18 The term "Shared Services" shall mean the variety of centralized services and functions that
19 Adventist claims are common and provided across all Adventist Health hospitals and clinics,
20 including but not limited to Feather River Hospital d/b/a Adventist Health Feather River.

21 **RESPONSE TO FOURTEENTH DEFINITION:**

22 AHFR objects to the Trustee's definition of "Shared Services" on the grounds that it is
23 overly broad, unduly burdensome, vague and ambiguous.

24 **SIXTEENTH DEFINITION:**

25 The terms "You" or "Your" and variants thereof mean AHFR.

26 **RESPONSE TO SIXTEENTH DEFINITION:**

27 AHFR objects to the Trustee's definition of "You" and "Your" on the grounds that it is
28 overly broad, unduly burdensome, vague and ambiguous, including without limitation the phrase

1 "variants thereof." AHFR will treat the term "You," and "Your" as used in the Trustee's Requests,
2 to mean Feather River Hospital, d/b/a Adventist Health Feather River.

3 **SPECIFIC OBJECTIONS TO INSTRUCTIONS**

4 AHFR objects to each Instruction on the ground that the Trustee has no authority under the
5 CRP and/or any other applicable rule, agreement, or order to propound discovery upon AHFR under
6 the Federal Rules and/or Bankruptcy Rules at this time. Subject to and without waiver of this
7 objection and its General Objections, each of which is incorporated herein by reference, and solely
8 as a reservation of rights, AHFR further objects to the following Instructions:

9 **INSTRUCTION NO. 3:**

10 These Requests for Admission, Interrogatories, or Requests for Production shall be deemed
11 continuing in nature. In the event You become aware of or acquire additional information relating
12 or referring to any of the following Requests for Admission, Interrogatories, or Requests for
13 Production, such additional information is to be promptly produced.

14 **RESPONSE TO INSTRUCTION NO. 3:**

15 AHFR objects to this Instruction to the extent that it purports to impose obligations on
16 AHFR inconsistent with those set forth in Rule 26(e) of the Federal Rules.

17 **INSTRUCTION NO. 4:**

18 Produce all Documents and all other materials described below in Your actual or
19 constructive possession, custody, or control, including in the possession, custody, or control of
20 current or former employees, officers, directors, agents, agents' representatives, consultants,
21 contractors, vendors, or any fiduciary or other third parties, wherever those Documents and
22 materials are maintained, including on personal computers, PDAs, wireless devices, local area
23 networks, application-based communications services (including, without limitation, Facebook
24 Messenger, Instant Bloomberg, WeChat, Skype, KakaoTalk, WhatsApp, Signal, iMessage, etc.),
25 web-based file hosting services (including, without limitation, Dropbox, Box, Apple iCloud,
26 Google Drive, Hightail, etc.), or web-based email systems such as Gmail, Yahoo, etc.

27 **RESPONSE TO INSTRUCTION NO. 4:**

28 AHFR objects to this Instruction on the grounds that it is vague, ambiguous, overly broad,

1 unduly burdensome, not proportional to the needs of this claims process, and purports to impose
2 obligations on AHFR inconsistent with those set forth in the CRP, Federal Rules, and/or
3 Bankruptcy Rules, including without limitation insofar as it purports to compel AHFR to obtain
4 and produce documents in AHFR's "constructive possession, custody, or control, including in the
5 possession, custody, or control of current or former employees, officers, directors, agents, agents'
6 representatives, consultants, contractors, vendors, or any fiduciary or other third parties . . ." AHFR
7 is not required to, and will not, search for or produce documents and/or information outside of its
8 possession, custody, or control.

9 **INSTRUCTION NO. 5:**

10 You must produce all Documents in Your possession, custody, or control, whether
11 maintained in electronic or paper form and whether located on hardware owned and maintained by
12 You or hardware owned and/or maintained by a third party that stores data on Your behalf. You
13 must produce all such Documents even if they were deleted or in draft form. Without limitation,
14 hardware where such data may be stored includes: servers; desktop, laptop, or tablet computers;
15 cell and smart phones; PDA devices; scanners, fax machines, and copying machines; and mobile
16 storage devices, such as thumb or external hard drives. Electronically stored Documents include
17 any computerized data or content stored on electromagnetic media. Without limitation, types of
18 electronically stored Documents include email, voicemail, instant messages, intranet and internet
19 system data, telephone and cellular telephone calling records, data compilations, spreadsheets,
20 word processing Documents, images, databases, digital photocopier memory, and any other
21 information stored in memory storage devices.

22 **RESPONSE TO INSTRUCTION NO. 5:**

23 AHFR objects to this Instruction as overly broad, unduly burdensome, not proportional to
24 the needs of the claims process, and purporting to impose obligations on AHFR inconsistent with
25 those set forth in the Bankruptcy Rules and the Federal Rules, including without limitation to the
26 extent it purports to require AHFR to conduct anything beyond a reasonable and diligent search for
27 readily accessible documents, including electronically stored information (ESI), from readily
28 accessible sources wherein responsive documents reasonably would be expected to be found, or

1 otherwise would impose unreasonable search costs and burdens on AHFR.

2 **INSTRUCTION NO. 7:**

3 Documents not otherwise responsive to these Requests for Production should be produced:

4 (a) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that
5 are called for by these Requests for Production; (b) if such Documents are attached to, enclosed
6 with, or accompany Documents called for by these Requests for Production; or (c) if such
7 Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or
8 similar materials.

9 **RESPONSE TO INSTRUCTION NO. 7:**

10 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
11 vague, ambiguous, and purports to impose obligations on AHFR in excess of those set forth under
12 the Federal Rules and the Bankruptcy Rules, including without limitation insofar as it purports to
13 require AHFR to produce “[d]ocuments not otherwise responsive to these Requests for Production
14 . . .” AHFR is not required to, and will not, produce documents that are not responsive to a
15 Document Request.

16 **INSTRUCTION NO. 9:**

17 Documents should include all exhibits, appendices, linked Documents, or otherwise
18 appended Documents that are referenced in, attached to, included with, or are a part of the requested
19 Documents.

20 **RESPONSE TO INSTRUCTION NO. 9:**

21 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
22 vague, ambiguous, and purports to impose obligations on AHFR in excess of those set forth under
23 the Federal Rules and the Bankruptcy Rules, including, for example, the phrases “linked
24 Documents” and “or otherwise appended Documents.”

25 **INSTRUCTION NO. 10:**

26 If any Document, or any part thereof, is not produced based on a claim of attorney-client
27 privilege, work-product protection, or any other privilege, then in answer to such Request for
28 Production or part thereof, for each such Document, You must:

- 1 a. Identify the type, title and subject matter of the Document;
- 2 b. State the place, date, and manner of preparation of the Document;
- 3 c. Identify all authors, addressees, and recipients of the Document, including
- 4 information about such persons to assess the privilege asserted; and
- 5 d. Identify the legal privilege(s) and the factual basis for the claim.

6 **RESPONSE TO INSTRUCTION NO. 10:**

7 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
8 not proportional to the needs of the claims process, purports to impose obligations on AHFR in
9 excess of those set forth in the Federal Rule 26(b)(5), and that the burden and/or expense of the
10 proposed discovery outweighs its likely benefit (if any), including, for example, to the phrases
11 “[s]tate the place, date, and manner of preparation of the Document” and “identify . . . information
12 about such persons to assess the privilege asserted.”

13 **INSTRUCTION NO. 11:**

14 Documents should not contain redactions unless such redactions are made to protect
15 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
16 Documents are produced with redactions, a log setting forth the information requested in Instruction
17 10 above must be provided.

18 **RESPONSE TO INSTRUCTION NO. 11:**

19 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
20 and purports to impose obligations on AHFR inconsistent with set forth under the Federal Rules
21 and the Bankruptcy Rules. AHFR reserves the right to make any appropriate redactions including,
22 for example, appropriate redactions for confidential and/or proprietary business information, trade
23 secrets, or financial or personal information concerning AHFR or any employee, patient, customer,
24 and/or agent thereof.

25 **INSTRUCTION NO. 12:**

26 To the extent a Document sought herein was at one time, but is no longer, in Your actual or
27 constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been
28 destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each

1 instance, identify the Document, state the time period during which it was maintained, state the
2 circumstance and date surrounding authorization for such disposition, identify each person having
3 knowledge of the circumstances of the disposition, and identify each person who had possession,
4 custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the
5 time period covered by these Requests for Production are to be identified and produced.

6 **RESPONSE TO INSTRUCTION NO. 12:**

7 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
8 and purports to impose obligations on AHFR in excess of those set forth under the Federal Rules
9 and the Bankruptcy Rules, including, for example, to the extent that it purports to require AHFR to
10 provide a written statement concerning documents no longer in its possession, custody, or control.
11 AHFR further objects to this Instruction as vague, ambiguous, overly broad, unduly burdensome
12 and not proportional to the needs of the claims process to the extent that it purports to compel
13 AHFR to obtain and produce documents in its “constructive possession, custody, or control.”
14 AHFR will not search for or produce documents and/or information outside of its possession,
15 custody, or control.

16 **INSTRUCTION NO. 13:**

17 If You object to any of these Requests for Admission, Interrogatories, or Requests for
18 Production, state in writing with specificity the grounds of Your objections. Any ground not stated
19 shall be waived. If You object to a particular portion of any Request for Admission, Interrogatory,
20 or Request for Production, You shall respond to any other portions of such Admission,
21 Interrogatory, or Request for Production as to which there is no objection and state with specificity
22 the grounds of the objection.

23 **RESPONSE TO INSTRUCTION NO. 13:**

24 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
25 not proportional to the needs of the claims process, and purports to impose obligations on AHFR
26 that are inconsistent with those set forth under the Federal Rules and the Bankruptcy Rules,
27 including, for example, the phrases “writing with specificity the grounds of Your objections” and
28 “[a]ny ground not stated shall be waived.” AHFR expressly reserves and does not waive all

1 objections and rights to which it is entitled under the Federal Rules, the Bankruptcy Rules, and/or
2 other applicable rules or law.

3 **INSTRUCTION NO. 14:**

4 The fact that an investigation is continuing or that discovery is incomplete shall not be a
5 justification for failing to respond to these Requests for Admission, Interrogatories, or Requests for
6 Production based on the knowledge or information that You possess at the time You respond to
7 these Requests for Admission, Interrogatories, or Requests for Production. If an investigation is
8 continuing or discovery is not complete with respect to the matter inquired into by any Request for
9 Admission, Interrogatory, or Request for Production, so state in Your response to that Request for
10 Admission, Interrogatory, or Request for Production.

11 **RESPONSE TO INSTRUCTION NO. 14:**

12 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
13 not proportional to the needs of the claims process, and purports to impose obligations on AHFR
14 that are inconsistent with those set forth under the Federal Rules and the Bankruptcy Rules,
15 including, for example, to the extent that it purports to require AHFR to provide a written statement
16 that "investigation is continuing or discovery is not complete."

17 **INSTRUCTION NO. 15:**

18 If the identity of Documents responding to a Request for Production is not known, then that
19 lack of knowledge must be specifically indicated in the response. If any information requested is
20 not in Your possession, but is known or believed to be in the possession of another person or entity,
21 then identify that person or entity and state the basis of Your belief or knowledge that the requested
22 information is in such person's or entity's possession.

23 **RESPONSE TO INSTRUCTION NO. 15:**

24 AHFR objects to this Instruction on the grounds that it is vague, ambiguous, overly broad,
25 unduly burdensome, unintelligible, not proportional to the needs of the claims process, and purports
26 to impose obligations on AHFR inconsistent with those set forth under the Federal Rules and the
27 Bankruptcy Rules, including, for example, to the extent that it purports to require AHFR to provide
28 a written statement concerning "lack of knowledge" or to "identify that person or entity or state the

1 basis of Your belief or knowledge.”

2 **INSTRUCTION NO. 16:**

3 If You deny knowledge or information sufficient to answer an Interrogatory (or any part
4 thereof), provide the name and address of each person known or believed to have such knowledge.
5 Identify each person who assisted or participated in preparing and/or supplying any of the
6 information given in answer to these Interrogatories.

7 **RESPONSE TO INSTRUCTION NO. 16:**

8 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
9 and purports to impose obligations on AHFR inconsistent with those set forth under the Federal
10 Rules and the Bankruptcy Rules, including, for example, insofar as it purports to require AHFR to
11 “provide the name and address of each person” or “[i]dentify each person.” AHFR further objects
12 to this Instruction as violating the limit on the number of interrogatories set forth in Rule 33(a)(1)
13 of the Federal Rules. *See also* Fed. R. Bankr. P. 4033.

14 **OBJECTIONS TO “MANNER OF PRODUCTION” INSTRUCTIONS**

15 AHFR objects to each “Manner of Production” Instruction on the ground that the Trustee
16 has no authority under the CRP and/or any other applicable rule, agreement, or order to propound
17 discovery upon AHFR under the Federal Rules and/or Bankruptcy Rules at this time. Subject to
18 and without waiver of this objection and its General Objections, each of which is incorporated
19 herein by reference, and solely as a reservation of rights, AHFR further objects to the following
20 “Manner of Production” Instructions:

21 **MANNER OF PRODUCTION INSTRUCTION NO. 1:**

22 All Documents produced to the Trustee shall be provided in either native file (“native”) or
23 single-page 300 dpi-resolution group IV TIF format (“tiff”) format as specified below, along with
24 appropriately formatted industry-standard database load files and accompanied by true and correct
25 copies or representations of unaltered attendant metadata. Where Documents are produced in tiff
26 format, each Document shall be produced along with a multi-page, Document-level searchable text
27 file (“searchable text”) as rendered by an industry-standard text extraction program in the case of
28 electronic originals, or by an industry-standard Optical Character Recognition (“ocr”) program in

1 the case of scanned paper Documents. Searchable text of Documents shall not be produced as
2 fielded data within the “.dat file” as described below.

3 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 1:**

4 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
5 vague, and ambiguous including, for example, the phrases “unaltered attendant metadata” and
6 “industry-standard.”

7 **MANNER OF PRODUCTION INSTRUCTION NO. 2:**

8 Database Load Files and Production Media Structure: Database load files shall consist of:
9 (i) a comma-delimited values (“.dat”) file containing: production Document identifier information,
10 data designed to preserve “parent and child” relationships within Document “families,” reasonably
11 accessible and properly preserved metadata (or bibliographic coding in the case of paper
12 Documents), custodian or Document source information; and (ii) an Opticon (“.opt”) file to
13 facilitate the loading of tiff images. Load files should be provided in a root-level folder named
14 “Data,” images shall be provided within a root level “Images” folder containing reasonably
15 structured subfolders, and searchable text files shall be provided in a single root-level “Text” folder.

16 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 2:**

17 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
18 vague, and ambiguous including, for example, the phrases “reasonably accessible and properly
19 preserved metadata” and “reasonably structured folders.”

20 **MANNER OF PRODUCTION INSTRUCTION NO. 3:**

21 Electronic Documents and Data, Generally: Documents and other responsive data or
22 materials created, stored, or displayed on electronic or electro-magnetic media shall be produced
23 in the order in which the Documents are or were stored in the ordinary course of business, including
24 all reasonably accessible metadata, custodian or Document source information, and searchable text
25 as to allow the Trustee, through a reasonable and modest effort, to fairly, accurately, and completely
26 access, search, display, comprehend, and assess the Documents’ true and original content.

27 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 3:**

28 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,

1 vague, and ambiguous, including, for example, the phrases “reasonable and modest effort” and
2 “fairly, accurately, and completely access, search, display, comprehend, and assess the Documents’
3 true and original content.”

4 **MANNER OF PRODUCTION INSTRUCTION NO. 5:**

5 Documents and Data Created or Stored in or by Structured Electronic Databases: With the
6 exclusion of email and email account-related Documents and data, all Documents and
7 accompanying metadata created and/or stored in structured electronic databases or files shall be
8 produced in a format that enables the Trustee to reasonably manage and import those Documents
9 into a useable, coherent database. Documents must be accompanied by reasonably detailed
10 documentation explaining the Documents’ content and format including but not limited to data
11 dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s),
12 table(s), and field level schemas include:

13 a. XML format file(s);
14 b. Microsoft SQL database(s);
15 c. Access database(s); and/or
16 d. fixed or variable length ASCII delimited files.

17 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 5:**

18 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
19 vague, and ambiguous, including, for example, the phrases “reasonably detailed documentation”
20 and “reasonably manage and import these Documents into a useable, coherent database.”

21 **MANNER OF PRODUCTION INSTRUCTION NO. 6:**

22 Spreadsheets, Multimedia, and Non-Standard File Types: All Documents generated or
23 stored in software such as Microsoft Excel or other commercially available spreadsheet, database
24 and/or statistical programs, as well as any multimedia files such as audio or video, shall be produced
25 in their native format, along with an accompanying placeholder image in tiff format indicating a
26 native file has been produced. A “Nativelink” entry shall be included in the .dat load file indicating
27 the relative file path to each native file on the production media. To the extent You have other file
28 types that do not readily or easily and accurately convert to tiff and searchable text, You may elect

1 to produce those files in native format subject to the other requirements listed herein. Native files
2 may be produced within a separate root-level folder structure on deliverable media entitled
3 “Natives.”

4 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 6:**

5 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
6 vague, and ambiguous, including, for example, the phrases “statistical programs” and “separate
7 root-level folder structure on deliverable media.”

8 **MANNER OF PRODUCTION INSTRUCTION NO. 7:**

9 “Other” Electronic Documents: All other Documents and accompanying metadata and
10 embedded data created or stored in unstructured files generated by commercially available software
11 systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as,
12 but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf
13 files and other formats), and text files shall be produced in tiff and searchable text format in the
14 order the files are or were stored in the ordinary course of business.

15 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 7:**

16 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
17 vague, and ambiguous, including, for example, the phrases “embedded data” and “unstructured
18 files.”

19 **MANNER OF PRODUCTION INSTRUCTION NO. 8:**

20 Paper Documents: Documents originally created or stored on paper shall be produced in tiff
21 format. Relationships between Documents shall be identified within the Relativity .dat file utilizing
22 document identifier numbers to express parent Document/child attachment boundaries, folder
23 boundaries, and other groupings. In addition, the searchable text of each Document shall be
24 provided as a multi-page text file as provided for by these Requests for Production.

25 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 8:**

26 AHFR objects to this Instruction on the grounds that it is overly broad, unduly burdensome,
27 vague, and ambiguous including, for example, the phrases “express parent Document/child
28 attachment boundaries” and “folder boundaries, and other groupings.”

REQUESTS FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1:

Admit that no insurer has denied coverage for any loss suffered by You because of the Camp Fire.

RESPONSE TO NO. 1:

6 AHFR incorporates its General Objections and its Specific Objections to Definitions and
7 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
8 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
9 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
10 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
11 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
12 vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent
13 a response is deemed required, denied.

REQUEST FOR ADMISSION NO. 2:

15 Admit that FM Global has not denied coverage to You under the FM Global Policy for any
16 loss caused by the Camp Fire.

RESPONSE TO NO. 2:

18 AHFR incorporates its General Objections and its Specific Objections to Definitions and
19 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
20 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
21 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
22 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
23 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
24 vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent
25 a response is deemed required, denied.

REQUEST FOR ADMISSION NO. 3:

27 Admit that no insurer has denied coverage to You under any insurance policy for any loss
28 caused by the Camp Fire.

1 **RESPONSE TO NO. 3:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
4 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
6 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
7 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
8 vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent
9 a response is deemed required, denied.

10 **REQUEST FOR ADMISSION NO. 4:**

11 Admit that You have not received any Communications from any insurer indicating that it
12 has denied coverage for any loss suffered by You because of the Camp Fire.

13 **RESPONSE TO NO. 4:**

14 AHFR incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
16 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
18 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
19 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
20 vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent
21 a response is deemed required, denied.

22 **REQUEST FOR ADMISSION NO. 5:**

23 Admit that You have not received any Communications from FM Global indicating that
24 FM Global has denied coverage for any loss caused by the Camp Fire.

25 **RESPONSE TO NO. 5:**

26 AHFR incorporates its General Objections and its Specific Objections to Definitions and
27 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
28 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,

1 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
2 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
3 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
4 vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent
5 a response is deemed required, denied.

6 **REQUEST FOR ADMISSION NO. 6:**

7 Admit that You are a member of FM Global.

8 **RESPONSE TO NO. 6:**

9 AHFR incorporates its General Objections and its Specific Objections to Definitions and
10 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
11 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
12 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
13 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
14 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
15 vague, and ambiguous, including without limitation the phrase “member.” To the extent a response
16 is deemed required, denied.

17 **REQUEST FOR ADMISSION NO. 7:**

18 Admit that You have an ownership interest in FM Global.

19 **RESPONSE TO NO. 7:**

20 AHFR incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
22 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
23 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
24 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
25 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
26 vague, and ambiguous, including without limitation the phrase “ownership interest.” To the extent
27 a response is deemed required, denied.

1 **REQUEST FOR ADMISSION NO. 8:**

2 Admit that some or all of the damages discussed in Opinion 1 of the Sebold Report are
3 insured by the FM Global Policy or another policy of insurance.

4 **RESPONSE TO NO. 8:**

5 AHFR incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
7 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
9 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
10 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
11 vague, and ambiguous, including without limitation the phrase "insured by."

12 **REQUEST FOR ADMISSION NO. 9:**

13 Admit that some or all of the damages discussed in Opinion 2 of the Sebold Report are
14 insured by the FM Global Policy or another policy of insurance.

15 **RESPONSE TO NO. 9:**

16 AHFR incorporates its General Objections and its Specific Objections to Definitions and
17 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
18 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
19 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
20 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
21 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
22 vague, and ambiguous, including without limitation the phrase "insured by."

23 **REQUEST FOR ADMISSION NO. 10:**

24 Admit that some or all of the damages discussed in Opinion 3 of the Sebold Report are
25 insured by the FM Global Policy or another policy of insurance.

26 **RESPONSE TO NO. 10:**

27 AHFR incorporates its General Objections and its Specific Objections to Definitions and
28 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the

1 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
2 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
3 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
4 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
5 vague, and ambiguous, including without limitation the phrase "insured by."

6 **REQUEST FOR ADMISSION NO. 11:**

7 Admit that some or all of the damages discussed in Opinion 4 of the Sebold Report are
8 insured by the FM Global Policy or another policy of insurance.

9 **RESPONSE TO NO. 11:**

10 AHFR incorporates its General Objections and its Specific Objections to Definitions and
11 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
12 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
13 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
14 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
15 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
16 vague, and ambiguous, including without limitation the phrase "insured by."

17 **REQUEST FOR ADMISSION NO. 12:**

18 Admit that some or all of the damages discussed in Opinion 5a of the Sebold Report are
19 insured by the FM Global Policy or another policy of insurance.

20 **RESPONSE TO NO. 12:**

21 AHFR incorporates its General Objections and its Specific Objections to Definitions and
22 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
23 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
24 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
25 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
26 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
27 vague, and ambiguous, including without limitation the phrase "insured by."

28 **REQUEST FOR ADMISSION NO. 13:**

Admit that some or all of the damages discussed in Opinion 5b of the Sebold Report are insured by the FM Global Policy or another policy of insurance.

RESPONSE TO NO. 13:

AHFR incorporates its General Objections and its Specific Objections to Definitions and Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the ground that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous, including without limitation the phrase “insured by.”

REQUEST FOR ADMISSION NO. 14:

Admit that some or all of the damages discussed in Opinion 6a of the Sebold Report are insured by the FM Global Policy or another policy of insurance.

RESPONSE TO NO. 14:

AHFR incorporates its General Objections and Specific Objections to Definitions and Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the ground that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous, including without limitation the phrase “insured by.”

REQUEST FOR ADMISSION NO. 15:

Admit that some or all of the damages discussed in Opinion 6b of the Sebold Report are insured by the FM Global Policy or another policy of insurance.

RESPONSE TO NO. 15:

AHFR incorporates its General Objections and its Specific Objections to Definitions and Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,

1 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
2 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
3 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
4 vague, and ambiguous, including without limitation the phrase “insured by.”

5 **REQUEST FOR ADMISSION NO. 16:**

6 Admit that some or all of the damages discussed in Opinion 8a of the Sebold Report are
7 insured by the FM Global Policy or another policy of insurance.

8 **RESPONSE TO NO. 16:**

9 AHFR incorporates its General Objections and its Specific Objections to Definitions and
10 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
11 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
12 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
13 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
14 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
15 vague, and ambiguous, including without limitation the phrase “insured by.”

16 **REQUEST FOR ADMISSION NO. 17:**

17 Admit that You have not violated any conditions or obligations or cooperation clauses under
18 the FM Global Policy.

19 **RESPONSE TO NO. 17:**

20 AHFR incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
22 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
23 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
24 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
25 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
26 vague, and ambiguous, including without limitation the phrases “conditions or obligations,” and
27 “cooperation clauses.”

1 **REQUEST FOR ADMISSION NO. 18:**

2 Admit that You have not violated any conditions or obligations or cooperation clauses under
3 any policy of insurance that covers losses caused by the Camp Fire.

4 **RESPONSE TO NO. 18:**

5 AHFR incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
7 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
9 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
10 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
11 vague, and ambiguous, including without limitation the phrases "conditions or obligations," and
12 "cooperation clauses."

13 **REQUEST FOR ADMISSION NO. 19:**

14 Admit that You have not exercised reasonable efforts to obtain all Available Insurance
15 Recoveries for damages caused by the Camp Fire.

16 **RESPONSE TO NO. 19:**

17 AHFR incorporates its General Objections and Specific Objections to Definitions and
18 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
19 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
20 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
21 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
22 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
23 vague, and ambiguous, including without limitation the phrase "reasonable efforts." To the extent
24 a response is deemed required, denied.

25 **REQUEST FOR ADMISSION NO. 20:**

26 Admit that You have not vigorously pursued all insurance to which You are entitled for
27 damages caused by the Camp Fire.

1 **RESPONSE TO NO. 20:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
4 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
6 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
7 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
8 vague, and ambiguous, including without limitation the phrase "vigorously pursued." To the extent
9 a response is deemed required, denied.

10 **REQUEST FOR ADMISSION NO. 21:**

11 Admit that You do not have a written agreement with Adventist regarding the provision of
12 shared services to AHFR.

13 **RESPONSE TO NO. 21:**

14 AHFR incorporates its General Objections and Specific Objections to Definitions and
15 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
16 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
18 Rules at this time. AHFR is not required to answer this Request for Admission.

19 **REQUEST FOR ADMISSION NO. 22:**

20 Admit that You do not intend to rebuild the Main Campus.

21 **RESPONSE TO NO. 22:**

22 AHFR incorporates its General Objections and its Specific Objections to Definitions and
23 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
24 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
25 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
26 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
27 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
28 vague, and ambiguous, including without limitation the phrase "intend to rebuild the Main

1 Campus" is vague and ambiguous. To the extent a response is deemed required, denied.

2 **REQUEST FOR ADMISSION NO. 23:**

3 Admit that you do not intend to rebuild the Main Campus on the same site with new
4 materials of like size, kind, and quality that existed on the date of loss.

5 **RESPONSE TO NO. 23:**

6 AHFR incorporates its General Objections and its Specific Objections to Definitions and
7 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
8 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
9 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
10 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
11 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
12 vague, and ambiguous, including without limitation the phrases "intend to rebuild the Main
13 Campus" and "materials of like size, kind, and quality." To the extent a response is deemed
14 required, denied.

15 **REQUEST FOR ADMISSION NO. 24:**

16 Admit that you do not intend to rebuild the Main Campus on the same or another site, but
17 not to exceed the size and operating capacity that existed on the date of loss.

18 **RESPONSE TO NO. 24:**

19 AHFR incorporates its General Objections and its Specific Objections to Definitions and
20 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
21 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
22 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
23 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
24 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
25 vague, and ambiguous, including without limitation the phrases "intend to rebuild the Main
26 Campus" and "but not to exceed the size and operating capacity that existed on the date of loss."
27 To the extent a response is deemed required, denied.

1 **REQUEST FOR ADMISSION NO. 25:**

2 Admit that Your 2018 policy with FM Global had a limit of \$1 billion and did not contain
3 a sublimit for locations exposed to California wildfire.

4 **RESPONSE TO NO. 25:**

5 AHFR incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. AHFR further objects to this Request for Admission on the
7 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
9 Rules at this time. AHFR is not required to answer this Request for Admission. AHFR further
10 objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome,
11 vague, and ambiguous, including without limitation the phrase “did not contain a sublimit for
12 locations exposed to California wildfire.” The FM Global Policy speaks for itself.

13 **INTERROGATORIES**

14 **INTERROGATORY NO. 1:**

15 If You contend that You have exercised reasonable efforts to obtain all Available Insurance
16 Recoveries for damages caused by the Camp Fire, explain the factual basis for that contention.

17 **RESPONSE TO NO. 1:**

18 AHFR incorporates its General Objections and its Specific Objections to Definitions and
19 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
20 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
21 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
22 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
23 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
24 including without limitation the phrase “reasonable efforts.”

25 **INTERROGATORY NO. 2:**

26 Identify all efforts You have taken to recover under any policy of insurance, including the
27 FM Global Policy, for damages caused by the Camp Fire.

1 **RESPONSE TO NO. 2:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
6 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
7 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
8 including without limitation the phrases "identify" and "all efforts."

9 **INTERROGATORY NO. 3:**

10 Identify each category of damages discussed in the Sebold Report for which AHFR has
11 insurance coverage.

12 **RESPONSE TO NO. 3:**

13 AHFR incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
17 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
18 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
19 including without limitation the phrases "identify" and "insurance coverage."

20 **INTERROGATORY NO. 4:**

21 For each category of damages discussed in the Sebold Report, identify the amount of
22 insurance coverage available to AHFR under any policy of insurance, including the FM Global
23 Policy.

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1 **RESPONSE TO NO. 4:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
6 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
7 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
8 including without limitation the phrases "identify," and "insurance coverage available."

9 **INTERROGATORY NO. 5:**

10 Identify the amount of damages suffered by AHFR because of the Camp Fire that are
11 insured by a policy of insurance, including the FM Global Policy.

12 **RESPONSE TO NO. 5:**

13 AHFR incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
17 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
18 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
19 ambiguous, including without limitation the phrases "identify" and "insured by."

20 **INTERROGATORY NO. 6:**

21 Identify all damages You sustained because of the Camp Fire that you did not submit to FM
22 Global or any other insurer.

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1 **RESPONSE TO NO. 6:**

2 AHFR incorporates its General Objections and Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
6 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
7 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
8 including without limitation the phrases "identify" and "did not submit."

9 **INTERROGATORY NO. 7:**

10 Identify any loss caused by the Camp Fire for which any insurer, including FM Global, has
11 denied coverage to You.

12 **RESPONSE TO NO. 7:**

13 AHFR incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
17 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
18 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
19 including without limitation the phrases "identify" and "denied coverage."

20 **INTERROGATORY NO. 8:**

21 Identify all Communications between You and any insurer, including FM Global, where
22 the insurer has denied coverage for damages caused by the Camp Fire.

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1 **RESPONSE TO NO. 8:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
6 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
7 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
8 including without limitation the phrases "identify" and "all Communications."

9 **INTERROGATORY NO. 9:**

10 Identify all proofs of loss submitted by You to FM Global, or any other insurer, on account
11 of the Camp Fire.

12 **RESPONSE TO NO. 9:**

13 AHFR incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
17 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
18 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
19 including without limitation the phrases "identify" and "proofs of loss."

20 **INTERROGATORY NO. 10:**

21 Identify all property You owned that was destroyed by the Camp Fire that was covered by
22 insurance and the amount of insurance coverage for such property.

23 **RESPONSE TO NO. 10:**

24 AHFR incorporates its General Objections and Specific Objections to Definitions and
25 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
26 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
27 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
28 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to

1 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
2 including without limitation the phrases “identify,” “destroyed,” “covered by insurance,” and “the
3 amount of insurance coverage.”

4 **INTERROGATORY NO. 11:**

5 Identify all written agreements between You and Adventist for the provision of shared
6 services.

7 **RESPONSE TO NO. 11:**

8 AHFR incorporates its General Objections and its Specific Objections to Definitions and
9 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
10 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
11 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
12 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
13 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
14 including without limitation the phrase “identify.”

15 **INTERROGATORY NO. 12:**

16 Identify the cost to rebuild the Main Campus to the same condition that existed on the date
17 of loss.

18 **RESPONSE TO NO. 12:**

19 AHFR incorporates its General Objections and its Specific Objections to Definitions and
20 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
21 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
22 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
23 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to this
24 Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
25 including without limitation the phrases “identify” and “cost to rebuild the Main Campus.”

26 **INTERROGATORY NO. 13:**

27 Explain when you anticipate reconstruction of the Main Campus.

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1 **RESPONSE TO NO. 13:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
6 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
7 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
8 including without limitation the phrase “anticipate reconstruction of the Main Campus.”

9 **INTERROGATORY NO. 14:**

10 Identify the method You elected to have Time Element loss calculated under the FM Global
11 Policy.

12 **RESPONSE TO NO. 14:**

13 AHFR incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
17 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to
18 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
19 including without limitation the phrase “identify.”

20 **INTERROGATORY NO. 15:**

21 Identify the persons most knowledgeable regarding the negotiations between You and FM
22 Global regarding the Camp Fire.

23 **RESPONSE TO NO. 15:**

24 AHFR incorporates its General Objections and its Specific Objections to Definitions and
25 Instructions as if fully set forth herein. AHFR further objects to this Interrogatory on the ground
26 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
27 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
28 time. AHFR is not required to, and will not, answer this Interrogatory. AHFR further objects to

1 this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous,
2 including without limitation the phrases “identify” and “persons most knowledgeable.”

3 **REQUESTS FOR PRODUCTION**

4 **REQUEST FOR PRODUCTION NO. 1:**

5 All Documents that support or refute Your responses to the foregoing Requests for
6 Admission and Interrogatories.

7 **RESPONSE TO NO. 1:**

8 AHFR incorporates its General Objections and Specific Objections to Definitions and
9 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
10 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
11 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
12 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
13 AHFR further objects to this Request for Production on the grounds that it is overly broad, unduly
14 burdensome, vague, and ambiguous, including without limitation the phrases “support” and
15 “refute.”

16 **REQUEST FOR PRODUCTION NO. 2:**

17 Documents sufficient to identify the nature and extent of Your ownership interest in FM
18 Global.

19 **RESPONSE TO NO. 2:**

20 AHFR incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
22 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
23 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
24 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
25 AHFR further objects to this Request on the grounds that it is overly broad, unduly burdensome,
26 vague, and ambiguous, including without limitation the phrases “identify,” “nature and extent,” and
27 “ownership interest.” AHFR also objects to this Request for Production to the extent it incorrectly
28 assumes that AHFR has an “ownership interest in FM Global.”

1 **REQUEST FOR PRODUCTION NO. 3:**

2 Documents sufficient to identify the nature and extent of Your member status in FM Global.

3 **RESPONSE TO NO. 3:**

4 AHFR incorporates its General Objections and its Specific Objections to Definitions and
5 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
6 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
7 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
8 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
9 AHFR further objects to this Request on the grounds that it is overly broad, unduly burdensome,
10 vague, and ambiguous, including without limitation the phrases "identify," "nature and extent," and
11 "member status." AHFR also objects to this Request for Production to the extent it incorrectly
12 assumes that AHFR has an "member status in FM Global."

13 **REQUEST FOR PRODUCTION NO. 4:**

14 All Documents that Maryellen Sebold considered or relied on in connection with the Sebold
15 Report and the opinions set forth therein.

16 **RESPONSE TO NO. 4:**

17 AHFR incorporates its General Objections and its Specific Objections to Definitions and
18 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
19 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
20 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
21 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
22 AHFR further objects to this Request on the grounds that it is overly broad, unduly burdensome,
23 vague, and ambiguous, including without limitation the phrases "considered" and "relied on."
24 AHFR also objects to this Request for Production to the extent it seeks the disclosure of documents
25 or information that is already in the Trustee's possession, custody, or control.

1 **REQUEST FOR PRODUCTION NO. 5:**

2 Documents sufficient to identify reinsurers who have reinsured FM Global's liability under
3 the FM Global Policy for damages caused by the Camp Fire and the terms of such reinsurance,
4 including all reinsurance policies and treaties.

5 **RESPONSE TO NO. 5:**

6 AHFR incorporates its General Objections and its Specific Objections to Definitions and
7 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
8 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
9 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
10 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
11 AHFR further objects to this Request on the grounds that it is overly broad, unduly burdensome,
12 vague, and ambiguous, including without limitation the phrases "identify," "reinsurers," and
13 "reinsurance policies and treaties." AHFR also objects to this Request for Production to the extent
14 it requires AHFR to produce documents that are not in its possession, custody, or control.

15 **REQUEST FOR PRODUCTION NO. 6:**

16 If you contend that the FM Global Policy does not insure any part of the damages discussed
17 in the Sebold Report or the Proof of Claim, Documents sufficient to identify all factual and legal
18 bases that support that contention.

19 **RESPONSE TO NO. 6:**

20 AHFR incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
22 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
23 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
24 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
25 AHFR further objects to this Request on the grounds that it is vague, ambiguous, unduly
26 burdensome, overly broad, and seeks documents or information that are protected by the attorney-
27 client privilege or work product doctrine. AHFR also objects to this Request for Production on the
28

1 grounds that it is overly broad, unduly burdensome, vague, and ambiguous, including without
2 limitation the phrase "identify."

3 **REQUEST FOR PRODUCTION NO. 7:**

4 If you contend that the FM Global Policy does insure any part of the damages discussed in
5 the Sebold Report or the Proof of Claim, Documents sufficient to identify all factual and legal bases
6 that support that contention.

7 **RESPONSE TO NO. 7:**

8 AHFR incorporates its General Objections and its Specific Objections to Definitions and
9 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
10 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
11 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
12 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
13 AHFR further objects to this Request on the grounds that it is vague, ambiguous, unduly
14 burdensome, overly broad, and seeks documents or information that are protected by the attorney-
15 client privilege or work product doctrine. AHFR also objects to this Request for Production on the
16 grounds that it is overly broad, unduly burdensome, vague, and ambiguous, including without
17 limitation the phrase "identify."

18 **REQUEST FOR PRODUCTION NO. 8:**

19 All Communications between You and FM Global concerning the Camp Fire, including
20 any claims You may have under the FM Global Policy because of the Camp Fire.

21 **RESPONSE TO NO. 8:**

22 AHFR incorporates its General Objections and its Specific Objections to Definitions and
23 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
24 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
25 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
26 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
27 AHFR further objects to this Request for Production on the grounds that it is vague, ambiguous,
28 unduly burdensome, and overly broad.

1 **REQUEST FOR PRODUCTION NO. 9:**

2 All Communications between You and any insurer concerning the Camp Fire, including
3 any claims You may have because of the Camp Fire.

4 **RESPONSE TO NO. 9:**

5 AHFR incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
7 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
9 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
10 AHFR further objects to this Request for Production on the grounds that it is vague, ambiguous,
11 unduly burdensome, and overly broad.

12 **REQUEST FOR PRODUCTION NO. 10:**

13 All Documents that You intend to rely on in support of Your Proof of Claim.

14 **RESPONSE TO NO. 10:**

15 AHFR incorporates its General Objections and its Specific Objections to Definitions and
16 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
17 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
18 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
19 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
20 AHFR further objects to this Request for Production on the grounds that it is premature and seeks
21 the disclosure of documents or information that is already in the Trustee's possession, custody, or
22 control.

23 **REQUEST FOR PRODUCTION NO. 11:**

24 Each insurance policy under which AHFR has coverage for damages arising from the Camp
25 Fire.

26 **RESPONSE TO NO. 11:**

27 AHFR incorporates its General Objections and Specific Objections to Definitions and
28 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the

1 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
2 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
3 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
4 AHFR further objects to this Request for Production to the extent it seeks the disclosure of
5 documents or information that is already in the Trustee's possession, custody, or control.

6 **REQUEST FOR PRODUCTION NO. 12:**

7 All Documents in any insurance files for claims concerning the Camp Fire submitted to FM
8 Global or any other insurer, including, but not limited to, Documents entitled "Proof of Loss."

9 **RESPONSE TO NO. 12:**

10 AHFR incorporates its General Objections and its Specific Objections to Definitions and
11 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
12 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
13 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
14 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
15 AHFR further objects to this Request on the grounds that it is vague, ambiguous, unduly
16 burdensome, and overly broad. AHFR also objects to this Request for Production on the grounds
17 that it is overly broad, unduly burdensome, vague, and ambiguous, including without limitation the
18 phrases "insurance files" and "Proof of Loss."

19 **REQUEST FOR PRODUCTION NO. 13:**

20 All Communications with any insurer, including FM Global, concerning coverage available
21 for the Camp Fire or any damages caused by the Camp Fire.

22 **RESPONSE TO NO. 13:**

23 AHFR incorporates its General Objections and its Specific Objections to Definitions and
24 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
25 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
26 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
27 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
28 AHFR further objects to this Request on the grounds that it is vague, ambiguous, unduly

1 burdensome, and overly broad. AHFR also objects to this Request for Production on the grounds
2 that it is overly broad, unduly burdensome, vague, and ambiguous, including without limitation the
3 phrase "coverage available."

4 **REQUEST FOR PRODUCTION NO. 14:**

5 All Documents concerning the payment of at least \$60 million from FM Global related to
6 damage caused by the Camp Fire.

7 **RESPONSE TO NO. 14:**

8 AHFR incorporates its General Objections and its Specific Objections to Definitions and
9 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
10 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
11 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
12 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.

13 **REQUEST FOR PRODUCTION NO. 15:**

14 All Documents concerning the provision of shared services from Adventist to You since the
15 Camp Fire.

16 **RESPONSE TO NO. 15:**

17 AHFR incorporates its General Objections and its Specific Objections to Definitions and
18 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
19 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
20 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
21 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
22 AHFR further objects to this Request for Production on the grounds that it is vague, overly broad,
23 unduly burdensome and ambiguous.

24 **REQUEST FOR PRODUCTION NO. 16:**

25 All Documents concerning Your intent to rebuild any property You owned that was
26 damaged by the Camp Fire.

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1 **RESPONSE TO NO. 16:**

2 AHFR incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
4 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
6 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
7 AHFR further objects to this Request for Production on the grounds that it is vague, ambiguous,
8 overly broad, and unduly burdensome.

9 **REQUEST FOR PRODUCTION NO. 17:**

10 Any Document which supports Your decision to elect to have business interruption and/or
11 extra expense coverage calculated under the FM Global Policy utilizing the gross earnings or gross
12 profit method.

13 **RESPONSE TO NO. 17:**

14 AHFR incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. AHFR further objects to this Request for Production on the
16 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy
18 Rules at this time. AHFR is not required to, and will not, answer this Request for Production.
19 AHFR also objects to this Request for Production on the grounds that it is overly broad, unduly
20 burdensome, vague, and ambiguous, including without limitation the phrases “business
21 interruption” and “extra expense coverage.”

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1 Dated: October 13, 2021

2 REBECCA J. WINTHROP
3 ROBIN D. BALL
4 JACQUELINE C. KARAMA
5 NORTON ROSE FULBRIGHT US LLP

6 By: 
7 REBECCA J. WINTHROP
8 Attorney for Creditors ADVENTIST
9 HEALTH SYSTEM/WEST and
10 FEATHER RIVER HOSPITAL D/B/A
11 ADVENTIST HEALTH FEATHER
12 RIVER

PROOF OF SERVICE

I, Diana Cardenas, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071. On October 13, 2021, I served a copy of the within document(s):

FEATHER RIVER HOSPITAL D/B/A ADVENTIST HEALTH
FEATHER RIVER'S RESPONSES AND OBJECTIONS TO THE
FIRE VICTIM TRUSTEE'S FIRST SET OF REQUESTS FOR
ADMISSIONS, FIRST SET OF INTERROGATORIES, AND
FIRST SET OF REQUESTS FOR PRODUCTION

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or other electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

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Attorneys for Fire Victim Trust

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Attorneys for Fire Victim Trust

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

10 I declare under penalty of perjury under the laws of the State of California that the above
11 is true and correct.

Executed on October 13, 2021, at Los Angeles, California.

Diana Cardenas

Diana Cardenas

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8 Attorneys for Creditors ADVENTIST HEALTH
9 SYSTEM/WEST and FEATHER RIVER HOSPITAL
D/B/A ADVENTIST HEALTH FEATHER RIVER
10

11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

14 In re:

15 PG&E CORPORATION,

16 - and -

17 PACIFIC GAS AND ELECTRIC
COMPANY

18 Debtors.

19 Case No. 19 - 30088 (DM)

20 Chapter 11
(Lead Case)
(Jointly Administered)

21 **ADVENTIST HEALTH
SYSTEMS/WEST'S RESPONSES AND
OBJECTIONS TO FIRE VICTIM
TRUSTEE'S FIRST SET OF REQUESTS
FOR ADMISSIONS, FIRST SET OF
INTERROGATORIES, AND FIRST SET
OF REQUESTS FOR PRODUCTION**

22 Affects PG&E Corporation
 Affects Pacific Gas and Electric
Company
 Affects both Debtors

23 * All papers shall be filed in the Lead Case,
No. 19-30088 (DM)

1 Adventist Health System/West (“Adventist Health” or “Adventist”), by and through its
2 undersigned counsel, hereby responds and objects to the Fire Victim Trustee’s (the “Trustee”) First
3 Set of Requests for Admissions (the “Requests for Admission”), First Set of Interrogatories (the
4 “Interrogatories”), and First Set of Document Requests (the Document Requests” and, together
5 with the Requests for Admission and the Interrogatories, the Requests”), as follows:

GENERAL OBJECTIONS

7 In addition to the specific objections set forth below, Adventist Health makes the following
8 General Objections to each and all of the Requests:

9 1. Adventist objects to the Requests in their entirety on the basis that the Trustee has
10 no authority under the Fire Victim Claims Resolution Procedures (the “CRP”), and/or any
11 applicable rule, agreement, or order, to propound discovery upon Adventist under the Federal Rules
12 of Civil Procedure (the “Federal Rules”) or the Federal Rules of Bankruptcy Procedure (the
13 “Bankruptcy Rules”) at this time. The CRP states that “[d]uring the Judicial Determination, the
14 Claimant and the Trustee shall be governed by the rights and obligations imposed upon parties to
15 a contested matter under the Federal Rules of Bankruptcy Procedure . . .” The CRP makes no
16 provision for discovery under the Federal Rules or the Bankruptcy Rules before commencement of
17 a “Judicial Determination” proceeding. Given that a “Judicial Determination” may be initiated only
18 “after a Claimant receives a Trustee Determination . . . with respect to a Claim,” which has not yet
19 occurred with respect to Adventist, discovery pursuant to the Federal Rules is not permitted under
20 the CRP. Furthermore, because a Judicial Determination has not yet commenced with respect to
21 Adventist, the Trustee is not permitted to propound discovery pursuant to the Bankruptcy Rules.
22 Adventist is not required to, and will not, produce any documents or information in response to any
23 of the Requests. All of the other General Objections and Specific Objections set forth herein are
24 made subject to and without waiver of this General Objection No. 1, solely as a reservation of
25 rights.

26 2. Adventist objects to the Requests to the extent that they seek to impose obligations
27 on Adventist in excess of those set forth under the CRP, the Bankruptcy Rules, and/or any other
28 applicable rule, agreement, or order.

1 3. Adventist objects to the Requests to the extent that they seek documents and/or
2 information protected from discovery by the attorney-client privilege, the work product doctrine,
3 the common interest doctrine, and/or any other applicable privilege, doctrine, or immunity. Any
4 inadvertent disclosure of any documents or information protected from disclosure by the attorney-
5 client privilege, the work product doctrine, the common interest doctrine, and/or any other
6 applicable privilege, protection, or immunity, shall not be deemed to constitute a waiver thereof,
7 and shall not prejudice Adventist's right to request the return or destruction of such documents or
8 information, or to object to any subsequent use thereof.

9 4. Adventist objects to the Requests to the extent that they purport to require AHFR to
10 produce documents and/or information that are not in Adventist's possession, custody, and/or
11 control.

12 5. Adventist objects to the Requests to the extent that they call for the production of
13 documents or information consisting of confidential and/or proprietary business information, trade
14 secrets, or financial or personal information concerning Adventist or any employee, patient,
15 customer, and/or agent thereof.

16 6. Adventist objects to the Requests to the extent that they are unreasonably
17 cumulative, duplicative, vague, ambiguous, overly broad, unduly burdensome, not proportional to
18 the needs of the claims process, and/or do not specify the documents or information sought with
19 sufficient particularity.

20 7. Adventist objects to the Requests to the extent that they seek discovery of opinions
21 of law that are beyond the scope of permissible discovery.

22 8. Adventist objects to the Requests to the extent that they seek the disclosure of
23 documents or information that is already in the Trust's possession, custody, or control; that is
24 equally available to the Trustee through public sources or records; that is unreasonably cumulative
25 or duplicative; or that may be obtained from another source that is more convenient, less
26 burdensome or less expensive.

27 9. Adventist reserves and does not waive its right to challenge the relevance,
28 materiality or admissibility of any documents or information produced.

1 10. Adventist objects to the Requests as overly broad, unduly burdensome, vague and
2 ambiguous to the extent they employ terms without definitions including, for example, the use of
3 the terms "Identify," "Denied Coverage" and "Insured By."

4 11. Adventist reserves all other objections to the Requests and expressly reserves the
5 right to amend or supplement its responses and objections to the Requests.

6 12. Each of these general objections is incorporated by reference into the specific
7 responses to each specific request below. In addition to the general objections, Adventist will also
8 state specific objections to the discovery where appropriate, including objections that are not
9 generally applicable to all Requests. By setting forth such objections, Adventist does not intend to
10 limit or restrict the general objections set forth above and below and, to the extent that Adventist
11 responds to specific Requests, stated objections are not waived by providing responses. The
12 foregoing general objections shall apply to all supplemental responses to the Requests and all
13 responses to future Requests.

14 **SPECIFIC OBJECTIONS TO DEFINITIONS**

15 Adventist objects to each Definition on the ground that the Trustee has no authority under
16 the CRP and/or any other applicable rule, agreement, or order to propound discovery upon
17 Adventist under the Federal Rules and/or Bankruptcy Rules at this time. Subject to and without
18 waiver of this objection and its General Objections, each of which is incorporated herein by
19 reference, and solely as a reservation of rights, Adventist further objects to the following
20 Definitions:

21 **FIRST DEFINITION:**

22 The term "Adventist" shall mean Adventist Health System/West, along with its agents,
23 employees, attorneys, officers, directors, shareholders, members, representatives, subsidiaries,
24 predecessors and/or successors.

25 **RESPONSE TO FIRST DEFINITION:**

26 Adventist objects to the Trustee's definition of "Adventist" on the grounds that it is overly
27 broad, unduly burdensome, vague and ambiguous, including without limitation, the phrase "along
28 with its agents, employees, attorneys, officers, directors, shareholders, members, representatives,

1 subsidiaries, predecessors and/or successors.” Adventist will treat the term “Adventist,” as used in
2 the Trustee’s Requests, to mean Adventist Health System/West.

3 **SECOND DEFINITION:**

4 The term “AHFR” shall mean Feather River Hospital, d/b/a Adventist Health Feather River,
5 along with its agents, employees, attorneys, officers, directors, shareholders, members,
6 representatives, subsidiaries, predecessors and/or successors.

7 **RESPONSE TO SECOND DEFINITION:**

8 Adventist objects to the Trustee’s definition of “AHFR” on the grounds that it is overly
9 broad, unduly burdensome, vague and ambiguous, including without limitation, the phrase “along
10 with its agents, employees, attorneys, officers, directors, shareholders, members, representatives,
11 subsidiaries, predecessors and/or successors.” Adventist will treat the term “AHFR,” as used in the
12 Trustee’s Requests, to mean Feather River Hospital, d/b/a Adventist Health Feather River.

13 **FIFTH DEFINITION:**

14 The term “Communications” shall mean all inquiries, discussions, conversations,
15 negotiations, agreements, understandings, meetings, telephone conversations, letters, notes,
16 telegrams, correspondence, memoranda, emails, facsimile transmissions, or other forms of verbal,
17 written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or
18 in the control or custody of any current or former affiliates, representatives or advisors.

19 **RESPONSE TO FIFTH DEFINITION:**

20 Adventist objects to the Trustee’s definition of “Communications” on the grounds that it is
21 overly broad, unduly burdensome, vague and ambiguous to the extent it purports to include “all
22 inquiries, discussions, conversation . . . in [Adventist’s] . . . constructive control or custody or in
23 the control or custody of any current or former affiliates, representatives or advisors [of Adventist].”
24 Adventist will not search for or produce documents and/or information outside of Adventist’s
25 possession, custody, or control. Adventist will treat the term “Communications,” as used in the
26 Trustee’s Requests, to mean the transmittal of information (in the form of facts, ideas, inquiries or
27 otherwise).

28

1 **SIXTH DEFINITION:**

2 The term “concerning” means relating to, evidencing, supporting, negating, refuting,
3 embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing,
4 identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining
5 in any way, in whole or in part, to the subject matter being referenced.

6 **RESPONSE TO SIXTH DEFINITION:**

7 Adventist objects to the Trustee’s definition of “concerning” on the grounds that it is overly
8 broad, unduly burdensome, vague and ambiguous to the extent it purports to include, without
9 limitation, the phrase “in any way, in whole or in part, to the subject matter being referenced.”
10 Adventist will treat the term “concerning,” as used in the Trustee’s Requests, to mean relating to,
11 referring to, describing, evidencing or constituting.

12 **SEVENTH DEFINITION:**

13 The term “Documents” shall mean any writings, recordings, electronic files and mails, or
14 photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and
15 Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents and
16 information in Your possession, custody, or control, and includes: all and any written, recorded, or
17 graphic material, however produced or reproduced, minutes, summaries, memoranda, transcripts,
18 tapes, or other voice recordings, and all other documents and tangible things, including booklets,
19 brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements,
20 photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice
21 memoranda, or interoffice communications of any description, calculations, invoices, accounting
22 entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone
23 recordings, instant messages, text messages, telegrams, advertisements, press releases, notes,
24 letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and
25 all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document
26 was prepared in several copies, or if additional copies were thereafter made, and if any such copies
27 are not identical in all respects or are no longer identical by reason of subsequent notation or
28 modification of any kind whatsoever, including notes on the front or back, in the margins, or on

1 any of the pages thereof, then each such non-identical copy is a separate Document and must be
2 produced. When examples of categories or types of Documents are given in a particular Request
3 for Production by use of phrases such as “including,” this shall always be interpreted as being for
4 illustrative purposes only (i.e., to be understood as “including without limitation”) and in no way
5 limits or narrows the scope of any Request for Production. “Documents” always includes
6 Communications, whether so stated in a particular Request for Production or not.

7 **RESPONSE TO SEVENTH DEFINITION:**

8 Adventist objects to the Trustee’s definition of “Documents” on the grounds that it is vague,
9 ambiguous, overly broad, unduly burdensome, not proportional to the needs of the claims process,
10 and purports to impose obligations on Adventist in excess of those set forth under the Federal Rules
11 and the Bankruptcy Rules, including, for example, the phrases “as defined in Federal Rule of
12 Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively,” “communications of any
13 description,” and “all other documents.” Adventist will treat the term “Documents,” as used in the
14 Trustee’s Requests, as synonymous in meaning and equal in scope to the usage of the term
15 “documents or electronically stored information” in Federal Rule 34(a)(1)(A).

16 **NINTH DEFINITION:**

17 The term “FM Global” shall mean Factory Mutual Insurance Company, along with its
18 agents, employees, attorneys, officers, directors, shareholders, members, representatives,
19 subsidiaries, predecessors and/or successors.

20 **RESPONSE TO NINTH DEFINITION:**

21 Adventist objects to the Trustee’s definition of “FM Global” on the grounds that it is overly
22 broad, vague, and ambiguous, including without limitation the phrase “include full phrase.”
23 Further, Adventist cannot reasonably know nor identify all of the persons or entities that the Trustee
24 intends to include in this Definition. Adventist will treat the term “FM Global,” as used in the
25 Trustee’s Requests, to mean Factory Mutual Insurance Company.

26 **TENTH DEFINITION:**

27 The term “FM Global Policy” shall mean that Policy No. 1019191 issued by FM Global in
28 favor of Adventist Health System / West and any subsidiary, and Adventist Health System / West’s

1 interest in any partnership or joint venture in which Adventist Health System / West has
2 management control or ownership.

3 **RESPONSE TO TENTH DEFINITION:**

4 Adventist objects to the Trustee's definition of "FM Global Policy" on the grounds that it
5 is overly broad, unduly burdensome, vague and ambiguous, including without limitation with
6 respect to the phrase "Adventist Health System/ West and any subsidiary, and Adventist Health
7 System/ West's interest in any partnership or joint venture in which Adventist Health System/West
8 has management control or ownership." Adventist will treat the term "FM Global Policy," as used
9 in the Trustee's Requests, to mean Policy No. 1019191 issued by FM Global.

10 **ELEVENTH DEFINITION:**

11 The term "Proof of Claim" shall mean the Proof of Claim (Fire Claim Related) filed by
12 Adventist Health System/West and Feather River Hospital d/b/a Adventist Health Feather River in
13 the Chapter 11 Cases of PG&E Corporation and Pacific Gas and Electric Company.

14 **RESPONSE TO ELEVENTH DEFINITION:**

15 Adventist objects to the Trustee's definition of "Proof of Claim" on the grounds that it is
16 overly broad, unduly burdensome, vague and ambiguous, including without limitation insofar as
17 two Proofs of Claim were filed by Adventist and AHFR (one in the Chapter 11 Case of PG&E
18 Corporation and one in the Chapter 11 case of Pacific Gas and Electric Company).

19 **THIRTEENTH DEFINITION:**

20 The term "Shared Services" shall mean the variety of centralized services and functions that
21 Adventist claims are common and provided across all Adventist Health hospitals and clinics,
22 including but not limited to Feather River Hospital d/b/a Adventist Health Feather River.

23 **RESPONSE TO THIRTEENTH DEFINITION:**

24 Adventist objects to the Trustee's definition of "Shared Services" on the grounds that it is
25 overly broad, unduly burdensome, vague and ambiguous.

26 **FIFTEENTH DEFINITION:**

27 The terms "You" or "Your" and variants thereof mean AHFR.

28 ///

RESPONSE TO FIFTEENTH DEFINITION:

Adventist objects to the Trustee's definition of "You" and "Your" on the grounds that it is overly broad, unduly burdensome, vague and ambiguous, including without limitation the phrase "variants thereof." Adventist will treat the term "You," and "Your" as used in the Trustee's Requests, to mean Adventist Health System/West.

SPECIFIC OBJECTIONS TO INSTRUCTIONS

Adventist objects to each Instruction on the ground that the Trustee has no authority under the CRP and/or any other applicable rule, agreement, or order to propound discovery upon Adventist under the Federal Rules and/or Bankruptcy Rules at this time. Subject to and without waiver of this objection and its General Objections, each of which is incorporated herein by reference, and solely as a reservation of rights, Adventist further objects to the following Instructions:

INSTRUCTION NO. 3:

These Requests for Admission, Interrogatories, or Requests for Production shall be deemed continuing in nature. In the event You become aware of or acquire additional information relating or referring to any of the following Requests for Admission, Interrogatories, or Requests for Production, such additional information is to be promptly produced.

RESPONSE TO INSTRUCTION NO. 3:

Adventist objects to this Instruction to the extent that it purports to impose obligations on Adventist inconsistent with those set forth in Rule 26(e) of the Federal Rules.

INSTRUCTION NO. 4:

Produce all Documents and all other materials described below in Your actual or constructive possession, custody, or control, including in the possession, custody, or control of current or former employees, officers, directors, agents, agents' representatives, consultants, contractors, vendors, or any fiduciary or other third parties, wherever those Documents and materials are maintained, including on personal computers, PDAs, wireless devices, local area networks, application-based communications services (including, without limitation, Facebook Messenger, Instant Bloomberg, WeChat, Skype, KakaoTalk, WhatsApp, Signal, iMessage, etc.).

1 web-based file hosting services (including, without limitation, Dropbox, Box, Apple iCloud,
2 Google Drive, Hightail, etc.), or web-based email systems such as Gmail, Yahoo, etc.

3 **RESPONSE TO INSTRUCTION NO. 4:**

4 Adventist objects to this Instruction on the grounds that it is vague, ambiguous, overly
5 broad, unduly burdensome, not proportional to the needs of this claims process, and purports to
6 impose obligations on Adventist inconsistent with those set forth in the CRP, Federal Rules, and/or
7 Bankruptcy Rules, including without limitation insofar as it purports to compel Adventist to obtain
8 and produce documents in Adventist's "constructive possession, custody, or control, including in
9 the possession, custody, or control of current or former employees, officers, directors, agents,
10 agents' representatives, consultants, contractors, vendors, or any fiduciary or other third
11 parties . . ." Adventist is not required to, and will not, search for or produce documents and/or
12 information outside of its possession, custody, or control.

13 **INSTRUCTION NO. 5:**

14 You must produce all Documents in Your possession, custody, or control, whether
15 maintained in electronic or paper form and whether located on hardware owned and maintained by
16 You or hardware owned and/or maintained by a third party that stores data on Your behalf. You
17 must produce all such Documents even if they were deleted or in draft form. Without limitation,
18 hardware where such data may be stored includes: servers; desktop, laptop, or tablet computers;
19 cell and smart phones; PDA devices; scanners, fax machines, and copying machines; and mobile
20 storage devices, such as thumb or external hard drives. Electronically stored Documents include
21 any computerized data or content stored on electromagnetic media. Without limitation, types of
22 electronically stored Documents include email, voicemail, instant messages, intranet and internet
23 system data, telephone and cellular telephone calling records, data compilations, spreadsheets,
24 word processing Documents, images, databases, digital photocopier memory, and any other
25 information stored in memory storage devices.

26 **RESPONSE TO INSTRUCTION NO. 5:**

27 Adventist objects to this Instruction as overly broad, unduly burdensome, not proportional
28 to the needs of the claims process, and purporting to impose obligations on Adventist inconsistent

1 with those set forth in the Bankruptcy Rules and the Federal Rules, including without limitation to
2 the extent it purports to require Adventist to conduct anything beyond a reasonable and diligent
3 search for readily accessible documents, including electronically stored information (ESI), from
4 readily accessible sources wherein responsive documents reasonably would be expected to be
5 found, or otherwise would impose unreasonable search costs and burdens on Adventist.

6 **INSTRUCTION NO. 7:**

7 Documents not otherwise responsive to these Requests for Production should be produced:
8 (a) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that
9 are called for by these Requests for Production; (b) if such Documents are attached to, enclosed
10 with, or accompany Documents called for by these Requests for Production; or (c) if such
11 Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or
12 similar materials.

13 **RESPONSE TO INSTRUCTION NO. 7:**

14 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
15 burdensome, vague, ambiguous, and purports to impose obligations on Adventist in excess of those
16 set forth under the Bankruptcy Rules and the Federal Rules, including without limitation insofar as
17 it purports to require Adventist to produce “[d]ocuments not otherwise responsive to these Requests
18 for Production . . .” Adventist is not required to, and will not, produce documents that are not
19 responsive to a Document Request.

20 **INSTRUCTION NO. 9:**

21 Documents should include all exhibits, appendices, linked Documents, or otherwise
22 appended Documents that are referenced in, attached to, included with, or are a part of the requested
23 Documents.

24 **RESPONSE TO INSTRUCTION NO. 9:**

25 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
26 burdensome, vague, ambiguous, and purports to impose obligations on Adventist in excess of those
27 set forth under the Bankruptcy Rules and the Federal Rules, including, for example, the phrases
28 “linked Documents” and “or otherwise appended Documents.”

1 **INSTRUCTION NO. 10:**

2 If any Document, or any part thereof, is not produced based on a claim of attorney-client
3 privilege, work-product protection, or any other privilege, then in answer to such Request for
4 Production or part thereof, for each such Document, You must:
5 a. Identify the type, title and subject matter of the Document;
6 b. State the place, date, and manner of preparation of the Document;
7 c. Identify all authors, addressees, and recipients of the Document, including
8 information about such persons to assess the privilege asserted; and
9 d. Identify the legal privilege(s) and the factual basis for the claim.

10 **RESPONSE TO INSTRUCTION NO. 10:**

11 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
12 burdensome, not proportional to the needs of the claims process, purports to impose obligations on
13 Adventist in excess of those set forth in Rule 26(b)(5) of the Federal Rules and that the burden
14 and/or expense of the proposed discovery outweighs its likely benefit (if any), including, for
15 example, to the phrases “[s]tate the place, date, and manner of preparation of the Document” and
16 “identify . . . information about such persons to assess the privilege asserted.”

17 **INSTRUCTION NO. 11:**

18 Documents should not contain redactions unless such redactions are made to protect
19 information subject to the attorney-client privilege and/or work-product doctrine. In the event any
20 Documents are produced with redactions, a log setting forth the information requested in Instruction
21 10 above must be provided.

22 **RESPONSE TO INSTRUCTION NO. 11:**

23 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
24 burdensome, and purports to impose obligations on Adventist inconsistent with set forth under the
25 Federal Rules and the Bankruptcy Rules. Adventist reserves the right to make any appropriate
26 redactions including, for example, appropriate redactions for confidential and/or proprietary
27 business information, trade secrets, or financial or personal information concerning Adventist or
28 any employee, patient, customer, and/or agent thereof.

1 **INSTRUCTION NO. 12:**

2 To the extent a Document sought herein was at one time, but is no longer, in Your actual or
3 constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been
4 destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each
5 instance, identify the Document, state the time period during which it was maintained, state the
6 circumstance and date surrounding authorization for such disposition, identify each person having
7 knowledge of the circumstances of the disposition, and identify each person who had possession,
8 custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the
9 time period covered by these Requests for Production are to be identified and produced.

10 **RESPONSE TO INSTRUCTION NO. 12:**

11 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
12 burdensome, and purports to impose obligations on Adventist in excess of those set forth under the
13 Federal Rules and the Bankruptcy Rules, including, for example, to the extent that it purports to
14 require Adventist to provide a written statement concerning documents no longer in its possession,
15 custody, or control. Adventist further objects to this Instruction as vague, ambiguous, overly broad,
16 unduly burdensome and not proportional to the needs of the claims process to the extent that it
17 purports to compel Adventist to obtain and produce documents in its “constructive possession,
18 custody, or control.” Adventist will not search for or produce documents and/or information outside
19 of its possession, custody, or control.

20 **INSTRUCTION NO. 13:**

21 If You object to any of these Requests for Admission, Interrogatories, or Requests for
22 Production, state in writing with specificity the grounds of Your objections. Any ground not stated
23 shall be waived. If You object to a particular portion of any Request for Admission, Interrogatory,
24 or Request for Production, You shall respond to any other portions of such Admission,
25 Interrogatory, or Request for Production as to which there is no objection and state with specificity
26 the grounds of the objection.

27 **RESPONSE TO INSTRUCTION NO. 13:**

28 Adventist objects to this Instruction on the grounds that it is overly broad, unduly

1 burdensome, not proportional to the needs of the claims process, and purports to impose obligations
2 on Adventist that are inconsistent with those set forth under the Federal Rules and the Bankruptcy
3 Rules, including, for example, the phrases “writing with specificity the grounds of Your objections”
4 and “[a]ny ground not stated shall be waived.” Adventist expressly reserves and does not waive all
5 objections and rights to which it is entitled under the Federal Rules, the Bankruptcy Rules, and/or
6 other applicable rules or law.

7 **INSTRUCTION NO. 14:**

8 The fact that an investigation is continuing or that discovery is incomplete shall not be a
9 justification for failing to respond to these Requests for Admission, Interrogatories, or Requests for
10 Production based on the knowledge or information that You possess at the time You respond to
11 these Requests for Admission, Interrogatories, or Requests for Production. If an investigation is
12 continuing or discovery is not complete with respect to the matter inquired into by any Request for
13 Admission, Interrogatory, or Request for Production, so state in Your response to that Request for
14 Admission, Interrogatory, or Request for Production.

15 **RESPONSE TO INSTRUCTION NO. 14:**

16 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
17 burdensome, not proportional to the needs of the claims process, and purports to impose obligations
18 on Adventist that are inconsistent with those set forth under the Federal Rules and the Bankruptcy
19 Rules, including, for example, to the extent that it purports to require Adventist to provide a written
20 statement that “investigation is continuing or discovery is not complete.”

21 **INSTRUCTION NO. 15:**

22 If the identity of Documents responding to a Request for Production is not known, then that
23 lack of knowledge must be specifically indicated in the response. If any information requested is
24 not in Your possession, but is known or believed to be in the possession of another person or entity,
25 then identify that person or entity and state the basis of Your belief or knowledge that the requested
26 information is in such person’s or entity’s possession.

27 **RESPONSE TO INSTRUCTION NO. 15:**

28 Adventist objects to this Instruction on the grounds that it is vague, ambiguous, overly

1 broad, unduly burdensome, unintelligible, not proportional to the needs of the claims process, and
2 purports to impose obligations on Adventist inconsistent with those set forth under the Federal
3 Rules and the Bankruptcy Rules, including, for example, to the extent that it purports to require
4 Adventist to provide a written statement concerning “lack of knowledge” or to “identify that person
5 or entity or state the basis of Your belief or knowledge.”

6 **INSTRUCTION NO. 16:**

7 If You deny knowledge or information sufficient to answer an Interrogatory (or any part
8 thereof), provide the name and address of each person known or believed to have such knowledge.
9 Identify each person who assisted or participated in preparing and/or supplying any of the
10 information given in answer to these Interrogatories.

11 **RESPONSE TO INSTRUCTION NO. 16:**

12 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
13 burdensome, and purports to impose obligations on Adventist inconsistent with those set forth
14 under the Federal Rules and the Bankruptcy Rules, including, for example, insofar as it purports to
15 require Adventist to “provide the name and address of each person” or “[i]dentify each person.”
16 Adventist further objects to this Instruction as violating the limit on the number of interrogatories
17 set forth in Rule 33(a)(1) of the Federal Rules. *See also* Fed. R. Bankr. P. 4033.

18 **OBJECTIONS TO “MANNER OF PRODUCTION” INSTRUCTIONS**

19 Adventist objects to each “Manner of Production” Instruction on the ground that the Trustee
20 has no authority under the CRP and/or any other applicable rule, agreement, or order to propound
21 discovery upon Adventist under the Federal Rules and/or Bankruptcy Rules at this time. Subject
22 to and without waiver of this objection and its General Objections, each of which is incorporated
23 herein by reference, and solely as a reservation of rights, Adventist further objects to the following
24 “Manner of Production” Instructions:

25 **MANNER OF PRODUCTION INSTRUCTION NO. 1:**

26 All Documents produced to the Trustee shall be provided in either native file (“native”) or
27 single-page 300 dpi-resolution group IV TIF format (“tiff”) format as specified below, along with
28 appropriately formatted industry-standard database load files and accompanied by true and correct

1 copies or representations of unaltered attendant metadata. Where Documents are produced in tiff
2 format, each Document shall be produced along with a multi-page, Document-level searchable text
3 file (“searchable text”) as rendered by an industry-standard text extraction program in the case of
4 electronic originals, or by an industry-standard Optical Character Recognition (“ocr”) program in
5 the case of scanned paper Documents. Searchable text of Documents shall not be produced as
6 fielded data within the “.dat file” as described below.

7 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 1:**

8 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
9 burdensome, vague, and ambiguous including, for example, the phrases “unaltered attendant
10 metadata” and “industry-standard.”

11 **MANNER OF PRODUCTION INSTRUCTION NO. 2:**

12 Database Load Files and Production Media Structure: Database load files shall consist of:
13 (i) a comma-delimited values (“.dat”) file containing: production Document identifier information,
14 data designed to preserve “parent and child” relationships within Document “families,” reasonably
15 accessible and properly preserved metadata (or bibliographic coding in the case of paper
16 Documents), custodian or Document source information; and (ii) an Opticon (“.opt”) file to
17 facilitate the loading of tiff images. Load files should be provided in a root-level folder named
18 “Data,” images shall be provided within a root level “Images” folder containing reasonably
19 structured subfolders, and searchable text files shall be provided in a single root-level “Text” folder.

20 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 2:**

21 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
22 burdensome, vague, and ambiguous including, for example, the phrases “reasonably accessible and
23 properly preserved metadata” and “reasonably structured folders.”

24 **MANNER OF PRODUCTION INSTRUCTION NO. 3:**

25 Electronic Documents and Data, Generally: Documents and other responsive data or
26 materials created, stored, or displayed on electronic or electro-magnetic media shall be produced
27 in the order in which the Documents are or were stored in the ordinary course of business, including
28 all reasonably accessible metadata, custodian or Document source information, and searchable text

1 as to allow the Trustee, through a reasonable and modest effort, to fairly, accurately, and completely
2 access, search, display, comprehend, and assess the Documents' true and original content.

3 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 3:**

4 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
5 burdensome, vague, and ambiguous, including, for example, the phrases "reasonable and modest
6 effort" and "fairly, accurately, and completely access, search, display, comprehend, and assess the
7 Documents' true and original content."

8 **MANNER OF PRODUCTION INSTRUCTION NO. 5:**

9 Documents and Data Created or Stored in or by Structured Electronic Databases: With the
10 exclusion of email and email account-related Documents and data, all Documents and
11 accompanying metadata created and/or stored in structured electronic databases or files shall be
12 produced in a format that enables the Trustee to reasonably manage and import those Documents
13 into a useable, coherent database. Documents must be accompanied by reasonably detailed
14 documentation explaining the Documents' content and format including but not limited to data
15 dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s),
16 table(s), and field level schemas include:

- 17 a. XML format file(s);
- 18 b. Microsoft SQL database(s);
- 19 c. Access database(s); and/or
- 20 d. fixed or variable length ASCII delimited files.

21 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 5:**

22 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
23 burdensome, vague, and ambiguous, including, for example, the phrases "reasonably detailed
24 documentation" and "reasonably manage and import these Documents into a useable, coherent
25 database."

26 **MANNER OF PRODUCTION INSTRUCTION NO. 6:**

27 Spreadsheets, Multimedia, and Non-Standard File Types: All Documents generated or
28 stored in software such as Microsoft Excel or other commercially available spreadsheet, database

1 and/or statistical programs, as well as any multimedia files such as audio or video, shall be produced
2 in their native format, along with an accompanying placeholder image in tiff format indicating a
3 native file has been produced. A “Nativelink” entry shall be included in the .dat load file indicating
4 the relative file path to each native file on the production media. To the extent You have other file
5 types that do not readily or easily and accurately convert to tiff and searchable text, You may elect
6 to produce those files in native format subject to the other requirements listed herein. Native files
7 may be produced within a separate root-level folder structure on deliverable media entitled
8 “Natives.”

9 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 6:**

10 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
11 burdensome, vague, and ambiguous, including, for example, the phrases “statistical programs” and
12 “separate root-level folder structure on deliverable media.”

13 **MANNER OF PRODUCTION INSTRUCTION NO. 7:**

14 “Other” Electronic Documents: All other Documents and accompanying metadata and
15 embedded data created or stored in unstructured files generated by commercially available software
16 systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as,
17 but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf
18 files and other formats), and text files shall be produced in tiff and searchable text format in the
19 order the files are or were stored in the ordinary course of business.

20 **RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 7:**

21 Adventist objects to this Instruction on the grounds that it is overly broad, unduly
22 burdensome, vague, and ambiguous, including, for example, the phrases “embedded data” and
23 “unstructured files.”

24 **MANNER OF PRODUCTION INSTRUCTION NO. 8:**

25 Paper Documents: Documents originally created or stored on paper shall be produced in tiff
26 format. Relationships between Documents shall be identified within the Relativity .dat file utilizing
27 document identifier numbers to express parent Document/child attachment boundaries, folder
28 boundaries, and other groupings. In addition, the searchable text of each Document shall be

provided as a multi-page text file as provided for by these Requests for Production.

RESPONSE TO MANNER OF PRODUCTION INSTRUCTION NO. 8:

Adventist objects to this Instruction on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous including, for example, the phrases “express parent Document/child attachment boundaries” and “folder boundaries, and other groupings.”

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that no insurer has denied coverage for any loss suffered by You because of the Camp Fire.

RESPONSE TO NO. 1:

Adventist incorporates its General Objections and its Specific Objections to Definitions and Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on the ground that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission. Adventist further objects to this Request for Admission on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous, including without limitation the phrase “denied coverage.” To the extent a response is deemed required, denied.

REQUEST FOR ADMISSION NO. 2:

Admit that FM Global has not denied coverage to You under the FM Global Policy for any loss caused by the Camp Fire.

RESPONSE TO NO. 2:

Adventist incorporates its General Objections and its Specific Objections to Definitions and Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on the ground that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission. Adventist further objects to this Request for Admission on the grounds that it is overly broad.

1 unduly burdensome, vague, and ambiguous, including without limitation the phrase “ denied
2 coverage.” To the extent a response is deemed required, denied.

3 **REQUEST FOR ADMISSION NO. 3:**

4 Admit that no insurer has denied coverage to You under any insurance policy for any loss
5 caused by the Camp Fire.

6 **RESPONSE TO NO. 3:**

7 Adventist incorporates its General Objections and its Specific Objections to Definitions and
8 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
9 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
10 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
11 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
12 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
13 unduly burdensome, vague, and ambiguous, including without limitation the phrase “ denied
14 coverage.” To the extent a response is deemed required, denied.

15 **REQUEST FOR ADMISSION NO. 4:**

16 Admit that You have not received any Communications from any insurer indicating that it
17 has denied coverage for any loss suffered by You because of the Camp Fire.

18 **RESPONSE TO NO. 4:**

19 Adventist incorporates its General Objections and its Specific Objections to Definitions and
20 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
21 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
22 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
23 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
24 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
25 unduly burdensome, vague, and ambiguous, including without limitation the phrase “ denied
26 coverage.” To the extent a response is deemed required, denied.

27 **REQUEST FOR ADMISSION NO. 5:**

28 Admit that You have not received any Communications from FM Global indicating that

1 FM Global has denied coverage for any loss caused by the Camp Fire.

2 **RESPONSE TO NO. 5:**

3 Adventist incorporates its General Objections and its Specific Objections to Definitions and
4 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
5 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
6 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
7 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
8 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
9 unduly burdensome, vague, and ambiguous, including without limitation the phrase “denied
10 coverage.” To the extent a response is deemed required, denied.

11 **REQUEST FOR ADMISSION NO. 6:**

12 Admit that You are a member of FM Global.

13 **RESPONSE TO NO. 6:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
16 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
18 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
19 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
20 unduly burdensome, vague, and ambiguous, including without limitation the phrase “member.” To
21 the extent a response is deemed required, denied.

22 **REQUEST FOR ADMISSION NO. 7:**

23 Admit that You have an ownership interest in FM Global.

24 **RESPONSE TO NO. 7:**

25 Adventist incorporates its General Objections and its Specific Objections to Definitions and
26 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
27 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
28 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the

1 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
2 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
3 unduly burdensome, vague, and ambiguous, including without limitation the phrase “ownership
4 interest.” To the extent a response is deemed required, denied.

5 **REQUEST FOR ADMISSION NO. 8:**

6 Admit that some or all of the damages discussed in Opinion 7a of the Sebold Report are
7 insured by the FM Global Policy or another policy of insurance.

8 **RESPONSE TO NO. 8:**

9 Adventist incorporates its General Objections and its Specific Objections to Definitions and
10 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
11 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
12 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
13 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
14 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
15 unduly burdensome, vague, and ambiguous, including without limitation the phrase “insured by.”

16 **REQUEST FOR ADMISSION NO. 9:**

17 Admit that some or all of the damages discussed in Opinion 7b of the Sebold Report are
18 insured by the FM Global Policy or another policy of insurance.

19 **RESPONSE TO NO. 9:**

20 Adventist incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
22 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
23 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
24 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
25 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
26 unduly burdensome, vague, and ambiguous, including without limitation the phrase “insured by.”

27 **REQUEST FOR ADMISSION NO. 10:**

28 Admit that some or all of the damages discussed in Opinion 8b of the Sebold Report are

1 insured by the FM Global Policy or another policy of insurance.

2 **RESPONSE TO NO. 10:**

3 Adventist incorporates its General Objections and its Specific Objections to Definitions and
4 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
5 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
6 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
7 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
8 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
9 unduly burdensome, vague, and ambiguous, including without limitation the phrase "insured by."

10 **REQUEST FOR ADMISSION NO. 11:**

11 Admit that You did not suffer any property damage because of the Camp Fire.

12 **RESPONSE TO NO. 11:**

13 Adventist incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
15 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
16 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
17 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
18 Adventist further objects to this Request for Admission to the extent that it seeks a legal conclusion.
19 To the extent a response is deemed required, denied.

20 **REQUEST FOR ADMISSION NO. 12:**

21 Admit that You did not suffer any personal injury because of the Camp Fire.

22 **RESPONSE TO NO. 12:**

23 Adventist incorporates its General Objections and its Specific Objections to Definitions and
24 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
25 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
26 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
27 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
28 Adventist further objects to this Request for Admission to the extent that it seeks a legal conclusion.

1 **REQUEST FOR ADMISSION NO. 13:**

2 Admit that You have not violated any conditions or obligations or cooperation clauses under
3 the FM Global Policy.

4 **RESPONSE TO NO. 13:**

5 Adventist incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
7 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
9 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
10 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
11 unduly burdensome, vague, and ambiguous, including without limitation the phrases "conditions
12 or obligations," and "cooperation clauses."

13 **REQUEST FOR ADMISSION NO. 14:**

14 Admit that You have not violated any conditions or obligations or cooperation clauses under
15 any policy of insurance that covers losses caused by the Camp Fire.

16 **RESPONSE TO NO. 14:**

17 Adventist incorporates its General Objections and its Specific Objections to Definitions and
18 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
19 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
20 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
21 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
22 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
23 unduly burdensome, vague, and ambiguous, including without limitation the phrases "conditions
24 or obligations," and "cooperation clauses."

25 **REQUEST FOR ADMISSION NO. 15:**

26 Admit that You have not exercised reasonable efforts to obtain all Available Insurance
27 Recoveries for damages caused by the Camp Fire.

1 **RESPONSE TO NO. 15:**

2 Adventist incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
4 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
6 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
7 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
8 unduly burdensome, vague, and ambiguous, including without limitation the phrase “reasonable
9 efforts.” To the extent a response is deemed required, denied.

10 **REQUEST FOR ADMISSION NO. 16:**

11 Admit that You have not vigorously pursued all insurance to which You are entitled for
12 damages caused by the Camp Fire.

13 **RESPONSE TO NO. 16:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
16 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
18 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
19 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
20 unduly burdensome, vague, and ambiguous, including without limitation the phrase “vigorously
21 pursued.” To the extent a response is deemed required, denied.

22 **REQUEST FOR ADMISSION NO. 17:**

23 Admit that You do not have a written agreement with AHFR regarding the provision of
24 shared services to AHFR.

25 **RESPONSE TO NO. 17:**

26 Adventist incorporates its General Objections and its Specific Objections to Definitions and
27 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
28 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,

1 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
2 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.

3 **REQUEST FOR ADMISSION NO. 18:**

4 Admit that Your 2018 policy with FM Global had a limit of \$1 billion and did not contain
5 a sublimit for locations exposed to California wildfire.

6 **RESPONSE TO NO. 18:**

7 Adventist incorporates its General Objections and its Specific Objections to Definitions and
8 Instructions as if fully set forth herein. Adventist further objects to this Request for Admission on
9 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
10 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
11 Bankruptcy Rules at this time. Adventist is not required to answer this Request for Admission.
12 Adventist further objects to this Request for Admission on the grounds that it is overly broad,
13 unduly burdensome, vague, and ambiguous, including without limitation the phrase “did not
14 contain a sublimit for locations exposed to California wildfire.” The FM Global Policy speaks for
15 itself.

16 **INTERROGATORIES**

17 **INTERROGATORY NO. 1:**

18 Identify all property You owned that was damaged by the Camp Fire.

19 **RESPONSE TO NO. 1:**

20 Adventist incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
22 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
23 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
24 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
25 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
26 ambiguous, including without limitation the phrase “owned.”

27 **INTERROGATORY NO. 2:**

28 Identify all personal injuries You suffered because of the Camp Fire.

1 **RESPONSE TO NO. 2:**

2 Adventist incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
4 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
5 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
6 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
7 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
8 ambiguous, including without limitation the phrase "identify."

9 **INTERROGATORY NO. 3:**

10 If You contend that You have exercised reasonable efforts to obtain all Available Insurance
11 Recoveries for damages caused by the Camp Fire, explain the factual basis for that contention.

12 **RESPONSE TO NO. 3:**

13 Adventist incorporates its General Objections and its Specific Objections to Definitions and
14 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
15 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
16 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
17 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
18 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
19 ambiguous, including without limitation the phrase "reasonable efforts."

20 **INTERROGATORY NO. 4:**

21 Identify all efforts You have taken to recover under any policy of insurance, including the
22 FM Global Policy, for damages caused by the Camp Fire.

23 **RESPONSE TO NO. 4:**

24 Adventist incorporates its General Objections and its Specific Objections to Definitions and
25 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
26 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
27 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
28 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further

1 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
2 ambiguous, including without limitation the phrases "identify" and "all efforts."

3 **INTERROGATORY NO. 5:**

4 Identify each category of damages discussed in the Sebold Report for which Adventist has
5 insurance coverage.

6 **RESPONSE TO NO. 5:**

7 Adventist incorporates its General Objections and its Specific Objections to Definitions and
8 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
9 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
10 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
11 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
12 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
13 ambiguous, including without limitation the phrases "identify" and "insurance coverage."

14 **INTERROGATORY NO. 6:**

15 For each category of damages discussed in the Sebold Report, identify the amount of
16 insurance coverage available to Adventist under any policy of insurance, including the FM Global
17 Policy.

18 **RESPONSE TO NO. 6:**

19 Adventist incorporates its General Objections and its Specific Objections to Definitions and
20 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
21 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
22 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
23 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
24 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
25 ambiguous, including without limitation the phrases "identify," and "insurance coverage
26 available."

27 **INTERROGATORY NO. 7:**

28 Identify the amount of damages suffered by Adventist because of the Camp Fire that are

1 insured by a policy of insurance, including the FM Global Policy.

2 **RESPONSE TO NO. 7:**

3 Adventist incorporates its General Objections and its Specific Objections to Definitions and
4 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
5 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
6 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
7 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
8 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
9 ambiguous, including without limitation the phrases "identify" and "insured by."

10 **INTERROGATORY NO. 8:**

11 Identify all damages You sustained because of the Camp Fire that you did not submit to FM
12 Global or any other insurer.

13 **RESPONSE TO NO. 8:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
16 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
17 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
18 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
19 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
20 ambiguous, including without limitation the phrases "identify" and "did not submit."

21 **INTERROGATORY NO. 9:**

22 Identify any loss caused by the Camp Fire for which any insurer, including FM Global, has
23 denied coverage to You.

24 **RESPONSE TO NO. 9:**

25 Adventist incorporates its General Objections and its Specific Objections to Definitions
26 and Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the
27 ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
28 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the

1 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Interrogatory.
2 Adventist further objects to this Interrogatory on the grounds that it is overly broad, unduly
3 burdensome, vague, and ambiguous, including without limitation the phrases "identify" and
4 "denied coverage."

5 **INTERROGATORY NO. 10:**

6 Identify all Communications between You and any insurer, including FM Global, where
7 the insurer has denied coverage for damages caused by the Camp Fire.

8 **RESPONSE TO NO. 10:**

9 Adventist incorporates its General Objections and its Specific Objections to Definitions and
10 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
11 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
12 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
13 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
14 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
15 ambiguous, including without limitation the phrases "identify" and "all Communications."

16 **INTERROGATORY NO. 11:**

17 Identify all proofs of loss submitted by You to FM Global, or any other insurer, on account
18 of the Camp Fire.

19 **RESPONSE TO NO. 11:**

20 Adventist incorporates its General Objections and its Specific Objections to Definitions and
21 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
22 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
23 order, to propound discovery upon AHFR under the Federal Rules or the Bankruptcy Rules at this
24 time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further objects
25 to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
26 ambiguous, including without limitation the phrases "identify" and "proofs of loss."

27 **INTERROGATORY NO. 12:**

28 Identify all property You owned that was destroyed by the Camp Fire that was covered by

1 insurance and the amount of insurance coverage for such property.

2 **RESPONSE TO NO. 12:**

3 Adventist incorporates its General Objections and its Specific Objections to Definitions and
4 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
5 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
6 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
7 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
8 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
9 ambiguous, including without limitation the phrases "identify," "destroyed," "covered by
10 insurance," and "the amount of insurance coverage."

11 **INTERROGATORY NO. 13:**

12 Identify all written agreements between You and AHFR for the provision of shared services.

13 **RESPONSE TO NO. 13:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
16 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
17 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
18 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
19 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
20 ambiguous, including without limitation the phrase "identify."

21 **INTERROGATORY NO. 14:**

22 Identify the method You elected to have Time Element loss calculated under the FM Global
23 Policy.

24 **RESPONSE TO NO. 14:**

25 Adventist incorporates its General Objections and its Specific Objections to Definitions and
26 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
27 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
28 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at

1 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
2 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
3 ambiguous, including without limitation the phrase "identify."

4 **INTERROGATORY NO. 15:**

5 Identify any hospitals owned by You or Your affiliates that realized an increase in revenue
6 because of the Camp Fire.

7 **RESPONSE TO NO. 15:**

8 Adventist incorporates its General Objections and its Specific Objections to Definitions and
9 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
10 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
11 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
12 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
13 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
14 ambiguous, including without limitation the phrases "identify" and "increase in revenue."

15 **INTERROGATORY NO. 16:**

16 Identify the persons most knowledgeable regarding the negotiations between You and FM
17 Global regarding the Camp Fire.

18 **RESPONSE TO NO. 16:**

19 Adventist incorporates its General Objections and its Specific Objections to Definitions and
20 Instructions as if fully set forth herein. Adventist further objects to this Interrogatory on the ground
21 that the Trustee has no authority under the CRP, and/or any other applicable rule, agreement, or
22 order, to propound discovery upon Adventist under the Federal Rules or the Bankruptcy Rules at
23 this time. Adventist is not required to, and will not, answer this Interrogatory. Adventist further
24 objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, vague, and
25 ambiguous, including without limitation the phrases "identify" and "persons most knowledgeable."

26 **REQUESTS FOR PRODUCTION**

27 **REQUEST FOR PRODUCTION NO. 1:**

28 All Documents that support or refute Your responses to the foregoing Requests for

1 Admission and Interrogatories.

2 **RESPONSE TO NO. 1:**

3 Adventist incorporates its General Objections and its Specific Objections to Definitions and
4 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
5 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
6 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
7 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
8 Production. Adventist further objects to this Request for Production on the grounds that it is overly
9 broad, unduly burdensome, vague, and ambiguous, including without limitation the phrases
10 “support” and “refute.”

11 **REQUEST FOR PRODUCTION NO. 2:**

12 Documents sufficient to identify the nature and extent of Your ownership interest in FM
13 Global.

14 **RESPONSE TO NO. 2:**

15 Adventist incorporates its General Objections and its Specific Objections to Definitions and
16 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
17 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
18 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
19 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
20 Production. Adventist further objects to this Request for Production on the grounds that it is overly
21 broad, unduly burdensome, vague, and ambiguous, including without limitation the phrase
22 “ownership interest in FM Global.” Adventist also objects to this Request to the extent it incorrectly
23 assumes Adventist has an “ownership interest in FM Global.”

24 **REQUEST FOR PRODUCTION NO. 3:**

25 Documents sufficient to identify the nature and extent of Your member status in FM Global.

26 **RESPONSE TO NO. 3:**

27 Adventist incorporates its General Objections and its Specific Objections to Definitions and
28 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on

1 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
2 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
3 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
4 Production. Adventist further objects to this Request for Production on the grounds that it is overly
5 broad, unduly burdensome, vague, and ambiguous, including without limitation the phrases
6 “identify,” “nature and extent,” and “member status.” Adventist also objects to this Request for
7 Production to the extent it incorrectly assumes that Adventist has a “member status in FM Global.”

8 **REQUEST FOR PRODUCTION NO. 4:**

9 All Documents that Maryellen Sebold considered or relied on in connection with the Sebold
10 Report and the opinions set forth therein.

11 **RESPONSE TO NO. 4:**

12 Adventist incorporates its General Objections and its Specific Objections to Definitions and
13 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
14 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
15 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
16 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
17 Production. Adventist further objects to this Request for Production on the grounds that it is overly
18 broad, unduly burdensome, vague, and ambiguous, including without limitation the phrases
19 “considered” and “relied on.” Adventist also objects to this Request for Production to the extent it
20 seeks the disclosure of documents or information that are already in the Trustee’s possession,
21 custody, or control.

22 **REQUEST FOR PRODUCTION NO. 5:**

23 Documents sufficient to identify reinsurers who have reinsured FM Global’s liability under
24 the FM Global Policy for damages caused by the Camp Fire and the terms of such reinsurance,
25 including all reinsurance policies and treaties.

26 **RESPONSE TO NO. 5:**

27 Adventist incorporates its General Objections and its Specific Objections to Definitions and
28 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on

1 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
2 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
3 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
4 Production. Adventist further objects to this Request for Production that it is overly broad, unduly
5 burdensome, vague, and ambiguous, including without limitation the phrases "identify,"
6 "reinsurers," and "reinsurance policies and treaties." Adventist also objects to this Request for
7 Production to the extent it requires Adventist to produce documents that are not in its possession,
8 custody, or control.

9 **REQUEST FOR PRODUCTION NO. 6:**

10 If you contend that the FM Global Policy does not insure any part of the damages discussed
11 in the Sebold Report or the Proof of Claim, Documents sufficient to identify all factual and legal
12 bases that support that contention.

13 **RESPONSE TO NO. 6:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
16 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
18 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
19 Production. Adventist further objects to this Request for Production that it is overly broad, unduly
20 burdensome, vague, and ambiguous, including without limitation the phrase "identify."

21 **REQUEST FOR PRODUCTION NO. 7:**

22 If you contend that the FM Global Policy does insure any part of the damages discussed in
23 the Sebold Report or the Proof of Claim, Documents sufficient to identify all factual and legal bases
24 that support that contention.

25 **RESPONSE TO NO. 7:**

26 Adventist incorporates its General Objections and its Specific Objections to Definitions and
27 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
28 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,

1 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
2 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
3 Production. Adventist further objects to this Request for Production on the grounds that it is vague,
4 ambiguous, unduly burdensome, overly broad, and seeks documents or information that are
5 protected by the attorney-client privilege or work product doctrine. Adventist also objects to this
6 Request for Production that it is overly broad, unduly burdensome, vague, and ambiguous,
7 including without limitation the phrase "identify."

8 **REQUEST FOR PRODUCTION NO. 8:**

9 All Communications between You and FM Global concerning the Camp Fire, including
10 any claims You may have under the FM Global Policy because of the Camp Fire.

11 **RESPONSE TO NO. 8:**

12 Adventist incorporates its General Objections and its Specific Objections to Definitions and
13 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
14 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
15 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
16 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
17 Production. Adventist also objects to this Request for Production on the grounds that it is vague,
18 ambiguous, unduly burdensome, and overly broad.

19 **REQUEST FOR PRODUCTION NO. 9:**

20 All Communications between You and any insurer concerning the Camp Fire, including
21 any claims You may have because of the Camp Fire.

22 **RESPONSE TO NO. 9:**

23 Adventist incorporates its General Objections and its Specific Objections to Definitions and
24 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
25 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
26 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
27 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
28 Production. Adventist further objects to this Request for Production on the grounds that it is vague,

1 ambiguous, unduly burdensome, and overly broad.

2 **REQUEST FOR PRODUCTION NO. 10:**

3 All Documents that You intend to rely on in support of Your Proof of Claim.

4 **RESPONSE TO NO. 10:**

5 Adventist incorporates its General Objections and its Specific Objections to Definitions and
6 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
7 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
8 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
9 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
10 Production. Adventist further objects to this Request for Production on the grounds that it is
11 premature and seeks the disclosure of documents or information that is already in the Trustee's
12 possession, custody, or control.

13 **REQUEST FOR PRODUCTION NO. 11:**

14 Each insurance policy under which Adventist has coverage for damages arising from the
15 Camp Fire.

16 **RESPONSE TO NO. 11:**

17 Adventist incorporates its General Objections and its Specific Objections to Definitions and
18 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
19 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
20 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
21 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
22 Production. Adventist further objects to this Request for Production to the extent it seeks the
23 disclosure of documents or information that is already in the Trustee's possession, custody, or
24 control.

25 **REQUEST FOR PRODUCTION NO. 12:**

26 All Documents in any insurance files for claims concerning the Camp Fire submitted to FM
27 Global or any other insurer, including, but not limited to, Documents entitled "Proof of Loss."

1 **RESPONSE TO NO. 12:**

2 Adventist incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
4 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
6 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
7 Production. Adventist also objects to this Request for Production that it is overly broad, unduly
8 burdensome, vague, and ambiguous, including without limitation the phrases "insurance files" and
9 "Proof of Loss."

10 **REQUEST FOR PRODUCTION NO. 13:**

11 All Communications with any insurer, including FM Global, concerning coverage available
12 for the Camp Fire or any damages caused by the Camp Fire.

13 **RESPONSE TO NO. 13:**

14 Adventist incorporates its General Objections and its Specific Objections to Definitions and
15 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
16 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
17 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
18 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
19 Production. Adventist also objects to this Request for Production that it is overly broad, unduly
20 burdensome, vague, and ambiguous, including without limitation the phrase "coverage available."

21 **REQUEST FOR PRODUCTION NO. 14:**

22 All Documents concerning the payment of at least \$60 million from FM Global related to
23 damage caused by the Camp Fire.

24 **RESPONSE TO NO. 14:**

25 Adventist incorporates its General Objections and its Specific Objections to Definitions and
26 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
27 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
28 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the

1 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
2 Production.

3 **REQUEST FOR PRODUCTION NO. 15:**

4 All Documents concerning the provision of shared services from You to AHFR since the
5 Camp Fire.

6 **RESPONSE TO NO. 15:**

7 Adventist incorporates its General Objections and its Specific Objections to Definitions and
8 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
9 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
10 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
11 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
12 Production. Adventist further objects to this Request for Production on the grounds that it is vague
13 and ambiguous.

14 **REQUEST FOR PRODUCTION NO. 16:**

15 All Documents concerning Your intent to rebuild any property You owned that was
16 damaged by the Camp Fire.

17 **RESPONSE TO NO. 16:**

18 Adventist incorporates its General Objections and its Specific Objections to Definitions and
19 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
20 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
21 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
22 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
23 Production. Adventist further objects to this Request for Production on the grounds that it is vague,
24 ambiguous, unduly burdensome, and overly broad.

25 **REQUEST FOR PRODUCTION NO. 17:**

26 Any Document which supports Your decision to elect to have business interruption and/or
27 extra expense coverage calculated under the FM Global Policy utilizing the gross earnings or gross
28 profit method.

1 **RESPONSE TO NO. 17:**

2 Adventist incorporates its General Objections and its Specific Objections to Definitions and
3 Instructions as if fully set forth herein. Adventist further objects to this Request for Production on
4 the ground that the Trustee has no authority under the CRP, and/or any other applicable rule,
5 agreement, or order, to propound discovery upon Adventist under the Federal Rules or the
6 Bankruptcy Rules at this time. Adventist is not required to, and will not, answer this Request for
7 Production. Adventist also objects to this Request for Production that it is overly broad, unduly
8 burdensome, vague, and ambiguous, including without limitation the phrases "business
9 interruption" and "extra expense coverage."

10

11 Dated: October 13, 2021

REBECCA J. WINTHROP
ROBIN D. BALL
JACQUELINE C. KARAMA
NORTON ROSE FULBRIGHT US LLP

12

13 By: 

14 REBECCA J. WINTHROP
15 Attorney for Creditors ADVENTIST
16 HEALTH SYSTEM/WEST and
17 FEATHER RIVER HOSPITAL D/B/A
18 ADVENTIST HEALTH FEATHER
19 RIVER

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PROOF OF SERVICE

I, Diana Cardenas, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071. On October 13, 2021, I served a copy of the within document(s):

ADVENTIST HEALTH SYSTEMS/WEST'S RESPONSES AND
OBJECTIONS TO FIRE VICTIM TRUSTEE'S FIRST SET OF
REQUESTS FOR ADMISSIONS, FIRST SET OF
INTERROGATORIES, AND FIRST SET OF REQUESTS FOR
PRODUCTION

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or other electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

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Attorneys for Fire Victim Trust

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Attorneys for Fire Victim Trust

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

10 I declare under penalty of perjury under the laws of the State of California that the above
11 is true and correct.

Executed on October 13, 2021, at Los Angeles, California.

Diana Cardenas

Diana Cardenas